

## PLANNING & DEVELOPMENT

500 West Fourth Street  
Davenport, Iowa 52801-1106  
E-mail: [planning@scottcountyiowa.com](mailto:planning@scottcountyiowa.com)  
Office: (563) 326-8643 Fax: (563) 326-8257



Item #6  
9/18/18

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Timothy Huey  
Director

To: Mahesh Sharma, County Administrator

From: Scott County TIF Review Committee

Date: September 10, 2018

Re: City of LeClaire's proposed URA Amendment for TIF incentives for retail/commercial development.

The City of LeClaire has notified Scott County of the proposed amendment to the City's URA to rebate TIF income for an economic development incentive project. The proposed development is for a 6,000 square foot building to be constructed next door to the Mississippi Distillery on North Cody Road. The Plan would rebate 85% of the TIF generated over a six year timeframe to a maximum of \$91,000.

This appears to be the type of TIF incentive the County Board does not support as stated in the TIF principles for review approved in September, 2017. It is neither for the elimination of blight nor for the creation of new primary jobs but rather as an incentive for a retail/commercial enterprise that could be considered to be in competition with other similar business located in LeClaire and other areas of Scott County and the Quad Cities. It is the TIF Review Committee's opinion that such incentives are inappropriate because they give such businesses an unfair advantage over long established, existing businesses of a similar nature.

The meeting giving the affected taxing entities an opportunity to consult on this proposal will be held Friday, September 14, 2014 at 9 AM at LeClaire City Hall. The TIF Review Committee has already submitted questions and a request for additional information that the City Administrator has responded to by email. A copy of those questions and the City's response is attached. Following the Board's discussion at Committee of the Whole, the TIF Review Committee will prepare a letter for the Board's consideration.



# ***CITY OF LECLAIRE, IOWA***

325 WISCONSIN STREET  
LECLAIRE, IOWA 52753

TEL: (563)-289-4242

FAX: (563)-289-6014  
[WWW.LECLAIREIOWA.GOV](http://WWW.LECLAIREIOWA.GOV)

SENDER'S DIRECT CONTACT INFORMATION:  
PHONE EXT. #1104      ECHOATE@LECLAIREIOWA.GOV

**NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF LECLAIRE, STATE OF IOWA  
AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED 2018 AMENDMENT TO THE  
URBAN RENEWAL PLAN FOR THE LECLAIRE URBAN RENEWAL AREA NO. 1 IN THE CITY OF  
LECLAIRE, STATE OF IOWA**

The City of LeClaire, 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 9:00 A.M. on September 14, 2018, in the Council Chamber, City Hall, 325 Wisconsin Street, LeClaire, Iowa concerning a proposed 2018 Amendment to the Urban Renewal Plan for LeClaire Urban Renewal Area No. 1, 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 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 Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

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 City Administrator, or his delegate, as the designated representative of the City of LeClaire, 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 Amendment, 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 LeClaire, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

***\*\* See attached proposed plan amendment and City Council resolution setting a public hearing on this matter.***

**RES. #18-167**

**RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED  
2018 AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE LECLAIRE URBAN RENEWAL AREA  
NO. 1 IN THE CITY OF LECLAIRE, STATE OF IOWA**

WHEREAS, on May 20, 1991, 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 LeClaire Urban Renewal Area No. 1, by Resolution Nos. 91-59 and 91-60, and the LeClaire Urban Renewal Area No. 2, by Resolution Nos. 91-61 and 91-62, described therein, which Plan is on file in the office of the Recorder of Scott County; and

WHEREAS, the LeClaire Urban Renewal Area No.1 was amended by Resolution Nos. 92-63 and 92-64, approved April 20, 1992; and

WHEREAS, the LeClaire Urban Renewal Area No. 2 was amended by Resolution Nos. 92-119 and 92-120, approved July 27, 1992; and

WHEREAS, in 2003, by Resolution No. 03-90, the City adopted and approved an Amendment No. 2 to the Urban Renewal Plan that consolidated the LeClaire Urban Renewal Area No. 1 and the LeClaire Urban Renewal Area No. 2 into a single urban renewal area to be known as LeClaire Urban Renewal Area No. 1 (the "Area" or "Urban Renewal Area"); and

WHEREAS, since the Area's consolidation, the Plan and Area have been amended to identify new projects and add additional land to the Area, including by Resolution Nos. 04-62 and 04-96, adopted in 2004; by Resolution No. 05-142, adopted in 2005; by Resolution Nos. 10-55 and 10-167, adopted in 2010; by Resolution No. 12-97, adopted in 2012; by Resolution Nos. 13-19 and 13-207, adopted in 2013; and by Resolution No. 14-181, adopted in 2014; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

**URBAN RENEWAL AREA NO. 1**

Part of Section 2 in Township 78 North, Range 5 East of the 5<sup>th</sup> Principal Meridian and part of Section 35 in Township 79 North, Range 5 East of the 5<sup>th</sup> Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Northerly right-of-way line of Byron Street as it currently exists or will exist in the future and the Westerly right-of-way line of Second Street as it currently exists or will exist in the future in said Section 35;

thence Easterly along the said Northerly right-of-way line and Northerly line extended of Byron Street to the center of the channel of the Mississippi River;

thence Southerly and Southwesterly along the said center of the channel of the Mississippi River to the point of intersection with the Easterly extension of the Southerly line of Block 12 in the Original Town of LeClaire;

thence Westerly along the said Southerly line and line extended of Block 12 in the Original Town of LeClaire to the Westerly right-of-way line of Second Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of Second Street to the Northerly right-of-way line of Davenport Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Davenport Street to the Westerly line of the North-South alley in Block 10 in the Original Town of LeClaire as it currently exists or will exist in the future;

thence Northerly along the said West line of alley to the Southerly line of Wisconsin Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Wisconsin Street to the Westerly right-of-way line of Fourth Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way of Fourth Street to the Northerly right-of-way line of Jones Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Jones Street to the Westerly line of the North-South alley in Block 7 in the Original Town of LeClaire as it currently exists or will exist in the future;

thence Northerly and Northwesterly along the said Westerly alley line or line extended in Block 7, 6 and 5 of the Original Town of LeClaire and along the Westerly right-of-way of Douglas Street (First Street place) to the Northerly right-of-way line of Benton Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Benton Street to the Westerly right-of-way line of U.S. Route 67 (Cody Road) as it currently exists or will exist in the future;

thence Northwesterly and Northerly along the said Westerly right-of-way line of U.S. Route 67 (Cody Road) to the Southerly right-of-way line of Elm Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Elm Street to the Westerly right-of-way line of Second Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way of Second Street to the said point of beginning.

#### URBAN RENEWAL AREA NO. 2

Parts of sections 2, 3, 4, 9 and 10 in Township 78 North, Range 5 East of the 5th Principal Meridian and parts of Sections 33 and 34 in Township 79 North, Range 5 East of the 5th Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line extended Northerly of Sycamore Drive (25th Street Southwest) as it currently exists or will exist in the future and the Northerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future in said Section 33;

thence Easterly along the said Northerly right-of-way line of Wisconsin Street to the Westerly right-of-way line of Fifteenth Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of Fifteenth Street to the Southerly right-of-way line of Holland Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Holland Street to the Westerly right-of-way line of North 23rd Street (LeClaire's Westerly City limit line) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of North 23rd Street to the point of intersection with the Northerly line, extended Westerly, of Cody Industrial Subdivision;

thence Easterly along the said Northerly line and line extended of Cody Industrial Subdivision to the Easterly line of Cody Industrial Subdivision;

thence Southerly along the said Easterly line of Cody Industrial Subdivision to the Northerly right-of-way line of Holland Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Holland Street to the Easterly right-of-way line of Fifteenth Street as it currently exists or will exist in the future;

thence Southerly along the said Easterly right-of-way line of Fifteenth Street to the Southerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Wisconsin Street to the Westerly line, extended Northerly, of the LeClaire Cemetery Association in said Section 3;

thence Southerly along the said Westerly line and line extended of LeClaire Cemetery Association to the Northerly right-of-way line of Iowa Drive as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line or line extended of Iowa Drive, to the Easterly line of LeClaire Cemetery Association;

thence Northerly along the said Easterly line and Easterly line extended of LeClaire Cemetery Association to the Northerly line of LeClaire's Outlot 35;

thence Easterly along the said Northerly line of LeClaire's Outlot 35 and Outlots 34 and 33 to the Westerly line of Putnam's 2nd Addition;

thence Southerly along the said Westerly line of Putnam's 2nd Addition to the Southerly line of Lot 4 of said Putnam's 2nd Addition;

thence Easterly along the said Southerly line of Lot 4 of Putnam's 2nd Addition to the Easterly right-of-way line of 8th Street as it currently exists or will exist in the future;

thence Southerly along the said Easterly right-of-way line of 8th Street to the Southerly line of LeClaire's Upper Reserve;

thence Easterly 31.8 feet along the said LeClaire's Upper Reserve Southerly line to a point (for purposes of this description the said South line LeClaire's Upper Reserve is assumed to bear North 89°16' East);

thence South 31°56' East 477.1 feet, more or less, to a point on the Southerly right-of-way line of US Highway 67 as it currently exists or will exist in the future;

thence Westerly 161.50 feet along the said Southerly right-of-way line of US Highway 67 to a point;

thence North 31°56' West 374.0 feet to a point;

thence North 158.2 feet, more or less, to, a point on the South line of the Northwest Quarter of Section 2;

thence Westerly along the said South line of the Northwest Quarter to the Westerly line of Riverview Heights Subdivision;

thence Southerly along the said Westerly line of Riverview Heights Subdivision 364.3 feet to a point;

thence South 62°30' West 356.9 feet to a point;

thence South 28°00' East to the meander of the ordinary high water line of the right bank of the Mississippi River in said Section 2;

thence Southwesterly along the said meander of the ordinary high water line of the right bank of the Mississippi River to a point 100.0 feet Westerly, as measured in perpendicular distance, of Carleton Addition's Westerly line extended Southerly;

thence Northwesterly along said line 100.0 feet Westerly of and parallel to Carleton Addition's Westerly line to the Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad as it currently exists or will exist in the future;

thence Southwesterly and Westerly along the said Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad to the Easterly line of Lot 6 in Reading Reserve;

thence Southerly along the said East line of Lot 6 in Reading Reserve to the ordinary high water line of the right bank of the Mississippi River in said Section 10;

thence Westerly along the ordinary high water line of the right bank of the Mississippi River in said Sections 10 and 9 to a point 213.3 feet Westerly, as measured parallel to the Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad of the East line of the Northeast Quarter of Section 9;

thence Northerly along said line parallel to the East line of the Northeast Quarter of Section 9 to the Southerly right-of-way of the Davenport, Rock Island and Northwestern Railroad as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way of the Davenport, Rock Island and Northwestern Railroad to the Westerly right-of-way line, extended Southerly, of Woodland Lane (Power's Lane) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line and line extended of Woodland Lane (Power's Lane) to the Northerly line of Woodland Drive (31st Street Drive Southwest) as it currently exists or will exist in the future;

thence Easterly, Southeasterly and Southerly along the said Northerly and Easterly right-of-way line of Woodland Drive (31st Street Southwest) to the Northerly right-of-way of US Highway 67 as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way of US Highway 67 to a point 174 feet Westerly as measured perpendicular to the centerline of said Sycamore Drive (25th Street Southwest) as it currently exists;

thence Northwesterly along a line 174 feet Westerly of, as measured perpendicular to the centerline of Sycamore Drive (25th Street Southwest) to a point 50.0 feet Northerly of, as measured perpendicular to, the South line of the Southeast Quarter of the Southeast Quarter of said Section 4;

thence Easterly along the said line 50.0 feet Northerly and parallel to the South line of the said Southeast Quarter of the Southeast Quarter, of Section 4 to the said Westerly right-of-way of Sycamore Drive (25th Street Southwest) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line and line extended of Sycamore Drive (25th Street Southwest) to the said point of beginning.

#### 1992 ADDITION TO URBAN RENEWAL AREA NO. 1

Part of Sections 2 and 35 in Townships 78 and 79 North, Range 5 East of the 5th Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line of U.S. Highway 67, (Cody Road), as it currently exists or will exist in the future and the Northerly line of Section 2, thence Northwesterly along the said Westerly right-of-way line of U.S. Highway 67 to point of intersection with the Northerly right-of-way line of Holland Street as it currently exists or will exist in the future to THE POINT OF BEGINNING of the parcel herein described;

thence Westerly along said right-of-way line to the Easterly right-of-way line of North Second Street as it currently exists or will exist in the future;

thence Northerly along said right-of-way line to a point on the Northerly right-of-way line of Walnut Street as it currently exists or will exist in the future;

thence Westerly along said right-of-way line to a point on the Westerly right-of-way line of North Third Street as it now exists or will exist in the future;

thence Southerly along said right-of-way line to a point on the Northerly right-of-way line of Holland Street as it now exists or will exist in the future;

thence Westerly along said right-of-way line to a point of intersection with the Westerly right-of-way line extended Northwesterly of the public alley right-of-way in Block 14 of Davenport & Roger's Addition to the City of LeClaire;

thence Southeasterly along said right-of-way line extended to a point on the Southerly right-of-way line of Benton Street as it now exists or will exist in the future;

thence Northeasterly along said right-of-way line to point of intersection with the Easterly right-of-way line extended of the public alley right-of-way in Block 9 of Davenport & Roger's Addition to the City of LeClaire;

thence Northwesterly along said right-of-way line to its intersection with the Southerly right-of-way line of Holland Street as it now exists or will exist in the future;

thence Easterly along said right-of-way line to its intersection with the Westerly right-of-way line of U. S. Highway 67, (Cody Road), as it now exists or will exist in the future;

thence Northwesterly along said right-of-way line to the point of beginning of the parcel herein described.

#### 1992 ADDITION TO URBAN RENEWAL AREA NO. 2

Part of Section 3 in Township 78 North, Range 5 East of the 5th Principal Meridian LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line extended Northerly of Sycamore Drive (25<sup>th</sup> Street Southwest) as it currently exists or will exist in the future and the Northerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future in Section 33;

thence Easterly along the said Northerly right-of-way line of Wisconsin Street to a point of intersection in Section 34 with the Westerly line, extended Northerly, of the LeClaire Cemetery Association;

thence Southerly along the said Westerly line and line extended of LeClaire Cemetery Association to the Northerly right-of-way line of Iowa Drive as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line or line extended of Iowa Drive, to the Easterly line of the LeClaire Cemetery Association;

thence Northerly along the said Easterly line and Easterly line extended of the LeClaire Cemetery Association to a point on the Northerly line of LeClaire's Outlot 35 and the Southwest corner of LeClaire's Outlot 30 as it now exists and the point of beginning of the parcel herein described;

thence continuing Northerly along said line extended to the Northeast corner of LeClaire's Outlot 30 as it now exists;

thence East for a distance of one hundred and eighty-four feet (184') along the Northerly line of LeClaire's Outlot 30 to the Southwest corner of LeClaire's Outlot 27 as it now exists;

thence Northerly for a distance of three hundred and eighty and five-tenths feet, (380.5'), to a point on the Northerly right-of-way line of Davenport Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Davenport Street to the Southwest corner of the alley right-of-way in Block 26 of LeClaire's Addition to the City of LeClaire;

thence Southerly along the Westerly lot line of Lot #23 of Multi-Plex Park First Addition to the City of LeClaire;

thence continuing Southerly along the Westerly line of the Replat of Lots 1 Thru 9 of Multi-Plex Park First Addition to the City of LeClaire for a distance of three hundred and fifty-three and seven tenths

feet, (353.7'), to the Southwest corner of Lot #11 of the Replat of Lots 1 Thru 9 of Multi-Plex Park Addition to the City of LeClaire;

thence Easterly along the Southerly line of said Replat for a distance of seven hundred and sixty and twenty-eight hundredths feet, (760.28') to a point on the Westerly lot line of Lot #2 of Putnam's 2<sup>nd</sup> Addition to the City of LeClaire;

thence Southerly along the Westerly line of said addition to the Northerly line of LeClaire's Outlot 33;

thence Westerly along the Northerly line of LeClaire's Outlets 33, 34, and 35 to the point of beginning of the parcel herein described.

#### 2003 ADDITION

Part of the North Half of Section 3, Township 78 N., Range 5 E. of the 5th Principal Meridian, described as follows:

Commencing at the North Quarter Corner of said Section 3, thence South 89 degrees 57 minutes 30 seconds East, 1077.23 feet on the north line of said Section 3 to the west line of 15th Street in the Town of LeClaire; thence South 00 degrees 39 minutes 30 seconds West, 678.48 feet on the west line of LeClaire's Reserve to the POINT OF BEGINNING; thence South 00 degrees 09 minutes 30 seconds East, 1177.52 feet on said west line to the north line of LeClaire's Cemetery ground; thence North 90 degrees 00 minutes 00 seconds West, 520.76 feet to the east line of the west 30.00 feet of the parcel of land described in document number 11313-74; thence South 00 degrees 08 minutes 40 seconds East, 754.81 feet on said line to the north right of way line of Iowa Drive; thence North 89 degrees 57 minutes 30 seconds West, 60.00 feet on said north line to the west line of the east 30.00 feet of the parcel of land described in document number 00151-98; thence North 00 degrees 08 minutes 40 seconds West, 754.77 feet on said west line; thence North 90 degrees 00 minutes 00 seconds East, 30.00 feet; thence North 00 degrees 08 minutes 40 seconds West, 1180.11 feet; thence South 89 degrees 44 minutes 30 seconds East, 550.07 feet to the point of beginning, containing 15.94 acres, more or less.

The entire site lies within the City of LeClaire, County of Scott and State of Iowa.

#### 2004 ADDITION

Part of the West Half of Section 2, Township 78 North, Range 5 East of the 5th Principal Meridian, described as follows:

Beginning at the northwest corner of Lot 1 in the Bluffs at Bridgeview 6th Addition, thence South 82 degrees 36 minutes 20 seconds East, 1341.68 feet, on the southerly line of said Lot 1 and on the southerly line of Fairwynd Heights Subdivision; thence South 42 degrees 08 minutes 34 seconds West, 398.40 feet on the northwesterly line of Bischoff's Addition; thence South 06 degrees 51 minutes 40 seconds East, 269.11 feet on the westerly line of Bischoff's Addition; thence South 31 degrees 10 minutes 01 seconds East, 63.00 feet on the westerly line of Bischoff's Addition to the northerly right of way line of Cody Road (U.S. Hwy 67); thence South 34 degrees 21 minutes 00 seconds East, 200.56 feet to the southerly right of way line of the I.C. & E.R.R.; thence South 55 degrees 39 minutes 00 seconds West, 163.24 feet on said right of way line; thence North 31 degrees 21 minutes 06 seconds West, 210.27 feet to the northerly right of way line of Cody Road (U.S. Hwy 67); thence North 31 degrees 33 minutes 59 seconds West, 498.86 feet on the westerly line of the parcel in document number 16006-83; thence South 58 degrees 24 minutes 00 seconds West, 486.90 feet on the northerly line of parcel in document number 24241-01; thence South 10 degrees 30 minutes 36 seconds East, 271.77 feet on the westerly boundary line of said parcel; thence South 25 degrees 49 minutes 48 seconds East, 402.64 feet to the southerly right of way line of the D.R.I. & N.W. R.R.; thence South 63 degrees 52 minutes 00 seconds West, 229.74 feet on said right of way line; thence South 64 degrees 24 minutes 00 seconds West, 60.00 feet on said right of way line; thence North 32 degrees 07 minutes 26 seconds West, 530.02 feet; thence North 00 degrees 13 minutes 33 seconds West, 1005.39 feet to the point of beginning, containing 21.65 acres, more or less.



#### 2005 ADDITION

Part of Section 34 and part of Section 35, Township 79 North Range 5 East of the 5<sup>th</sup> Principal Meridian, described as follows:

Beginning at the southeast corner of Lot 14 in A. LeClaire's Reserve Out Lots, thence North 00 degrees 10 minutes 48 seconds East, 1222.90 feet on the east line of said Lot 14, Lot 11, Lot 6, and Lot 3 in said A. LeClaire's Reserve Out Lots to the south right of way line of Holland Street; thence South 89 degrees 55 minutes 09 seconds West, 1334.03 feet on said right of way line to the east right of way line of 15th Street; thence North 00 degrees 00 minutes 15 seconds East, 78.01 feet to the north right of way line of Holland Street; thence South 89 degrees 59 minutes 26 seconds East, 3414.22 feet on said right of way line to the northerly extension of the Easterly lot lines of Lots 6 through 10, Block 14 in the Davenport & Rodgers Addition to the Town of LeClaire; thence South 10 degrees 01 minutes 36 seconds East, 812.57 feet on said lot lines to the northeast corner of Lot 4 in Block 13 in said Addition and southerly right of way line of Benton Street; thence South 81 degrees 11 minutes 51 seconds West, 200.00 feet on said right of way line to the easterly right of way line of 5th Street; thence South 08 degrees 52 minutes 45 seconds East, 574.31 feet on said right of way line to the north line of the Original Town of LeClaire; thence South 87 degrees 55 minutes 39 seconds East, 83.90 feet on said north line to the east right of way line of 6<sup>th</sup> Street; thence South 00 degrees 05 minutes 03 seconds West, 240.24 feet to the intersection of the east right of way line of 6th Street and the south right of way line of Ewing Street; thence South 90 degrees 00 minutes 00 seconds West, 720.00 feet on said right of way line to the east right of way line of 8<sup>th</sup> Street; thence South 00 degrees 00 minutes 02 seconds East, 717.34 feet on said right of way line to the south right of way line of Jones Street; thence South 89 degrees 59 minutes 58 seconds West, 60.00 feet on said right of way line to the west right of way line of 8th Street; thence North 00 degrees 00 minutes 02 seconds West, 1060.34 feet on said right of way line to the northeast corner of Lot 17 in A. LeClaire's Reserve Out Lots; thence South 90 degrees 00 minutes 00 seconds West, 1420.00 feet on the north line of Lot 17 and Lot 18 in said A. LeClaire's Reserve Out Lots to the point of beginning, containing 72.46 acres of land, more or less.

#### 2010 ADDITION

Certain real property in the City of LeClaire, County of Scott, State of Iowa more particularly described as follows:

- 1) All of the right-of-way of N. 23<sup>rd</sup> Street from its intersection with Territorial Road on north to its intersection with Trent Street on the south; and
- 2) Lot 1 and Lot 2, Block 3, Upper LeClaire Addition to the Town Of LeClaire, Scott County, Iowa, except the West 85 feet thereof as conveyed by Warranty Deed of Record in the Office of the Recorder of Scott County, Iowa, in Book 186, Page 419, of Town Lot Deeds; and
- 3) All of Lot #9 and the E. 36' of the S. 15' of Lot #8 of Block #10 of the Original Town of LeClaire (also recognized as Scott County parcel #850206909104 or 221 S. 2<sup>nd</sup> Street).

#### 2012 ADDITION

Certain real property situate in the City of LeClaire, County of Scott, State of Iowa, more particularly described as follows:

Lot #2 of the Niko Addition Subdivision, City of LeClaire, Iowa.

WHEREAS, City staff has caused there to be prepared a form of 2018 Amendment to the Plan ("2018 Amendment" or "Amendment"), 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 update certain aspects of the Plan, and to identify a new urban renewal project; and

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

WHEREAS, this proposed 2018 Amendment 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 2018 Amendment 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 2018 Amendment 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 Amendment 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 LECLAIRE, STATE OF IOWA:

Section 1. That the consultation on the proposed 2018 Amendment to the Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on September 14, 2018, in the Council Chamber, City Hall, 325 Wisconsin Street, LeClaire, Iowa, at 9:00 A.M., and the City Administrator, 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 2018 Amendment, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF LECLAIRE, STATE OF IOWA AND  
ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED 2018 AMENDMENT TO THE  
URBAN RENEWAL PLAN FOR THE LECLAIRE URBAN RENEWAL AREA NO. 1 IN THE CITY OF  
LECLAIRE, STATE OF IOWA

The City of LeClaire, 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 9:00 A.M. on September 14, 2018, in the Council Chamber, City Hall, 325 Wisconsin Street, LeClaire, Iowa concerning a proposed 2018 Amendment to the Urban Renewal Plan for LeClaire Urban Renewal Area No. 1, 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 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 Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

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 City Administrator, or his delegate, as the designated representative of the City of LeClaire, 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 Amendment, 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 LeClaire, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Section 3. That a public hearing shall be held on the proposed Amendment before the City Council at its meeting which commences at 7:00 P.M. on October 1, 2018, in the Council Chamber, City Hall, 325 Wisconsin Street, LeClaire, 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:

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED 2018 AMENDMENT TO  
THE URBAN RENEWAL PLAN FOR THE URBAN RENEWAL AREA FOR THE LECLAIRE URBAN  
RENEWAL AREA NO. 1 IN THE CITY OF LECLAIRE, STATE OF IOWA

The City Council of the City of LeClaire, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on October 1, 2018 in the Council Chamber, City Hall, 325 Wisconsin Street, LeClaire, Iowa, to consider adoption of a proposed 2018 Amendment to the Urban Renewal Plan for the LeClaire Urban Renewal Area No. 1 (the "Amendment") concerning the Urban Renewal Area No. 1 in the City of LeClaire, State of Iowa, legally described as follows:

URBAN RENEWAL AREA NO. 1

Part of Section 2 in Township 78 North, Range 5 East of the 5<sup>th</sup> Principal Meridian and part of Section 35 in Township 79 North, Range 5 East of the 5<sup>th</sup> Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Northerly right-of-way line of Byron Street as it currently exists or will exist in the future and the Westerly right-of-way line of Second Street as it currently exists or will exist in the future in said Section 35;

thence Easterly along the said Northerly right-of-way line and Northerly line extended of Byron Street to the center of the channel of the Mississippi River;

thence Southerly and Southwesterly along the said center of the channel of the Mississippi River to the point of intersection with the Easterly extension of the Southerly line of Block 12 in the Original Town of LeClaire;

thence Westerly along the said Southerly line and line extended of Block 12 in the Original Town of LeClaire to the Westerly right-of-way line of Second Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of Second Street to the Northerly right-of-way line of Davenport Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Davenport Street to the Westerly line of the North-South alley in Block 10 in the Original Town of LeClaire as it currently exists or will exist in the future;

thence Northerly along the said West line of alley to the Southerly line of Wisconsin Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Wisconsin Street to the Westerly right-of-way line of Fourth Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way of Fourth Street to the Northerly right-of-way line of Jones Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Jones Street to the Westerly line of the North-South alley in Block 7 in the Original Town of LeClaire as it currently exists or will exist in the future;

thence Northerly and Northwesterly along the said Westerly alley line or line extended in Block 7, 6 and 5 of the Original Town of LeClaire and along the Westerly right-of-way of Douglas Street (First Street place) to the Northerly right-of-way line of Benton Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Benton Street to the Westerly right-of-way line of U.S. Route 67 (Cody Road) as it currently exists or will exist in the future;

thence Northwesterly and Northerly along the said Westerly right-of-way line of U.S. Route 67 (Cody Road) to the Southerly right-of-way line of Elm Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Elm Street to the Westerly right-of-way line of Second Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way of Second Street to the said point of beginning.

URBAN RENEWAL AREA NO. 2

Parts of sections 2, 3, 4, 9 and 10 in Township 78 North, Range 5 East of the 5th Principal Meridian and parts of Sections 33 and 34 in Township 79 North, Range 5 East of the 5th Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line extended Northerly of Sycamore Drive (25th Street Southwest) as it currently exists or will exist in the future and the Northerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future in said Section 33;

thence Easterly along the said Northerly right-of-way line of Wisconsin Street to the Westerly right-of-way line of Fifteenth Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of Fifteenth Street to the Southerly right-of-way line of Holland Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Holland Street to the Westerly right-of-way line of North 23rd Street (LeClaire's Westerly City limit line) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of North 23rd Street to the point of intersection with the Northerly line, extended Westerly, of Cody Industrial Subdivision;

thence Easterly along the said Northerly line and line extended of Cody Industrial Subdivision to the Easterly line of Cody Industrial Subdivision;

thence Southerly along the said Easterly line of Cody Industrial Subdivision to the Northerly right-of-way line of Holland Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Holland Street to the Easterly right-of-way line of Fifteenth Street as it currently exists or will exist in the future;

thence Southerly along the said Easterly right-of-way line of Fifteenth Street to the Southerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Wisconsin Street to the Westerly line, extended Northerly, of the LeClaire Cemetery Association in said Section 3;

thence Southerly along the said Westerly line and line extended of LeClaire Cemetery Association to the Northerly right-of-way line of Iowa Drive as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line or line extended of Iowa Drive, to the Easterly line of LeClaire Cemetery Association;

thence Northerly along the said Easterly line and Easterly line extended of LeClaire Cemetery Association to the Northerly line of LeClaire's Outlot 35;

thence Easterly along the said Northerly line of LeClaire's Outlot 35 and Outlots 34 and 33 to the Westerly line of Putnam's 2nd Addition;

thence Southerly along the said Westerly line of Putnam's 2nd Addition to the Southerly line of Lot 4 of said Putnam's 2nd Addition;

thence Easterly along the said Southerly line of Lot 4 of Putnam's 2nd Addition to the Easterly right-of-way line of 8th Street as it currently exists or will exist in the future;

thence Southerly along the said Easterly right-of-way line of 8th Street to the Southerly line of LeClaire's Upper Reserve;

thence Easterly 31.8 feet along the said LeClaire's Upper Reserve Southerly line to a point (for purposes of this description the said South line LeClaire's Upper Reserve is assumed to bear North 89°16' East);

thence South 31°56' East 477.1 feet, more or less, to a point on the Southerly right-of-way line of US Highway 67 as it currently exists or will exist in the future;

thence Westerly 161.50 feet along the said Southerly right-of-way line of US Highway 67 to a point;

thence North 31°56' West 374.0 feet to a point;

thence North 158.2 feet, more or less, to, a point on the South line of the Northwest Quarter of Section 2;

thence Westerly along the said South line of the Northwest Quarter to the Westerly line of Riverview Heights Subdivision;

thence Southerly along the said Westerly line of Riverview Heights Subdivision 364.3 feet to a point;

thence South 62°30' West 356.9 feet to a point;

thence South 28°00' East to the meander of the ordinary high water line of the right bank of the Mississippi River in said Section 2;

thence Southwesterly along the said meander of the ordinary high water line of the right bank of the Mississippi River to a point 100.0 feet Westerly, as measured in perpendicular distance, of Carleton Addition's Westerly line extended Southerly;

thence Northwesterly along said line 100.0 feet Westerly of and parallel to Carleton Addition's Westerly line to the Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad as it currently exists or will exist in the future;

thence Southwesterly and Westerly along the said Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad to the Easterly line of Lot 6 in Reading Reserve;

thence Southerly along the said East line of Lot 6 in Reading Reserve to the ordinary high water line of the right bank of the Mississippi River in said Section 10;

thence Westerly along the ordinary high water line of the right bank of the Mississippi River in said Sections 10 and 9 to a point 213.3 feet Westerly, as measured parallel to the Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad of the East line of the Northeast Quarter of Section 9;

thence Northerly along said line parallel to the East line of the Northeast Quarter of Section 9 to the Southerly right-of-way of the Davenport, Rock Island and Northwestern Railroad as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way of the Davenport, Rock Island and Northwestern Railroad to the Westerly right-of-way line, extended Southerly, of Woodland Lane (Power's Lane) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line and line extended of Woodland Lane (Power's Lane) to the Northerly line of Woodland Drive (31st Street Drive Southwest) as it currently exists or will exist in the future;

thence Easterly, Southeasterly and Southerly along the said Northerly and Easterly right-of-way line of Woodland Drive (31st Street Southwest) to the Northerly right-of-way of US Highway 67 as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way of US Highway 67 to a point 174 feet Westerly as measured perpendicular to the centerline of said Sycamore Drive (25th Street Southwest) as it currently exists;

thence Northwesterly along a line 174 feet Westerly of, as measured perpendicular to the centerline of Sycamore Drive (25th Street Southwest) to a point 50.0 feet Northerly of, as measured perpendicular to, the South line of the Southeast Quarter of the Southeast Quarter of said Section 4;

thence Easterly along the said line 50.0 feet Northerly and parallel to the South line of the said Southeast Quarter of the Southeast Quarter, of Section 4 to the said Westerly right-of-way of Sycamore Drive (25th Street Southwest) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line and line extended of Sycamore Drive (25th Street Southwest) to the said point of beginning.

#### 1992 ADDITION TO URBAN RENEWAL AREA NO. 1

Part of Sections 2 and 35 in Townships 78 and 79 North, Range 5 East of the 5th Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line of U.S. Highway 67, (Cody Road), as it currently exists or will exist in the future and the Northerly line of Section 2, thence Northwesterly along the said Westerly right-of-way line of U.S. Highway 67 to point of intersection with the Northerly right-of-way line of Holland Street as it currently exists or will exist in the future to THE POINT OF BEGINNING of the parcel herein described;

thence Westerly along said right-of-way line to the Easterly right-of-way line of North Second Street as it currently exists or will exist in the future;

thence Northerly along said right-of-way line to a point on the Northerly right-of-way line of Walnut Street as it currently exists or will exist in the future;

thence Westerly along said right-of-way line to a point on the Westerly right-of-way line of North Third Street as it now exists or will exist in the future;

thence Southerly along said right-of-way line to a point on the Northerly right-of-way line of Holland Street as it now exists or will exist in the future;

thence Westerly along said right-of-way line to a point of intersection with the Westerly right-of-way line extended Northwesterly of the public alley right-of-way in Block 14 of Davenport & Roger's Addition to the City of LeClaire;

thence Southeasterly along said right-of-way line extended to a point on the Southerly right-of-way line of Benton Street as it now exists or will exist in the future;

thence Northeasterly along said right-of-way line to point of intersection with the Easterly right-of-way line extended of the public alley right-of-way in Block 9 of Davenport & Roger's Addition to the City of LeClaire;

thence Northwesterly along said right-of-way line to its intersection with the Southerly right-of-way line of Holland Street as it now exists or will exist in the future;

thence Easterly along said right-of-way line to its intersection with the Westerly right-of-way line of U. S. Highway 67, (Cody Road), as it now exists or will exist in the future;

thence Northwesterly along said right-of-way line to the point of beginning of the parcel herein described.

#### 1992 ADDITION TO URBAN RENEWAL AREA NO. 2

Part of Section 3 in Township 78 North, Range 5 East of the 5th Principal Meridian LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line extended Northerly of Sycamore Drive (25<sup>th</sup> Street Southwest) as it currently exists or will exist in the future and the Northerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future in Section 33;

thence Easterly along the said Northerly right-of-way line of Wisconsin Street to a point of intersection in Section 34 with the Westerly line, extended Northerly, of the LeClaire Cemetery Association;

thence Southerly along the said Westerly line and line extended of LeClaire Cemetery Association to the Northerly right-of-way line of Iowa Drive as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line or line extended of Iowa Drive, to the Easterly line of the LeClaire Cemetery Association;

thence Northerly along the said Easterly line and Easterly line extended of the LeClaire Cemetery Association to a point on the Northerly line of LeClaire's Outlot 35 and the Southwest corner of LeClaire's Outlot 30 as it now exists and the point of beginning of the parcel herein described;

thence continuing Northerly along said line extended to the Northeast corner of LeClaire's Outlot 30 as it now exists;

thence East for a distance of one hundred and eighty-four feet (184') along the Northerly line of LeClaire's Outlot 30 to the Southwest corner of LeClaire's Outlot 27 as it now exists;

thence Northerly for a distance of three hundred and eighty and five-tenths feet, (380.5'), to a point on the Northerly right-of-way line of Davenport Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Davenport Street to the Southwest corner of the alley right-of-way in Block 26 of LeClaire's Addition to the City of LeClaire;

thence Southerly along the Westerly lot line of Lot #23 of Multi-Plex Park First Addition to the City of LeClaire;

thence continuing Southerly along the Westerly line of the Replat of Lots 1 Thru 9 of Multi-Plex Park First Addition to the City of LeClaire for a distance of three hundred and fifty-three and seven tenths feet, (353.7'), to the Southwest corner of Lot #11 of the Replat of Lots 1 Thru 9 of Multi-Plex Park Addition to the City of LeClaire;

thence Easterly along the Southerly line of said Replat for a distance of seven hundred and sixty and twenty-eight hundredths feet, (760.28') to a point on the Westerly lot line of Lot #2 of Putnam's 2<sup>nd</sup> Addition to the City of LeClaire;

thence Southerly along the Westerly line of said addition to the Northerly line of LeClaire's Outlot 33;

thence Westerly along the Northerly line of LeClaire's Outlots 33, 34, and 35 to the point of beginning of the parcel herein described.

#### 2003 ADDITION

Part of the North Half of Section 3, Township 78 N., Range 5 E. of the 5th Principal Meridian, described as follows:

Commencing at the North Quarter Corner of said Section 3, thence South 89 degrees 57 minutes 30 seconds East, 1077.23 feet on the north line of said Section 3 to the west line of 15th Street in the Town of LeClaire; thence South 00 degrees 39 minutes 30 seconds West, 678.48 feet on the west line of LeClaire's Reserve to the POINT OF BEGINNING; thence South 00 degrees 09 minutes 30 seconds East, 1177.52 feet on said west line to the north line of LeClaire's Cemetery ground; thence North 90 degrees 00 minutes 00 seconds West, 520.76 feet to the east line of the west 30.00 feet of the parcel of land described in document number 11313-74; thence South 00 degrees 08 minutes 40 seconds East, 754.81 feet on said line to the north right of way line

of Iowa Drive; thence North 89 degrees 57 minutes 30 seconds West, 60.00 feet on said north line to the west line of the east 30.00 feet of the parcel of land described in document number 00151-98; thence North 00 degrees 08 minutes 40 seconds West, 754.77 feet on said west line; thence North 90 degrees 00 minutes 00 seconds East, 30.00 feet; thence North 00 degrees 08 minutes 40 seconds West, 1180.11 feet; thence South 89 degrees 44 minutes 30 seconds East, 550.07 feet to the point of beginning, containing 15.94 acres, more or less.

The entire site lies within the City of LeClaire, County of Scott and State of Iowa.

#### 2004 ADDITION

Part of the West Half of Section 2, Township 78 North, Range 5 East of the 5th Principal Meridian, described as follows:

Beginning at the northwest corner of Lot 1 in the Bluffs at Bridgeview 6th Addition, thence South 82 degrees 36 minutes 20 seconds East, 1341.68 feet, on the southerly line of said Lot 1 and on the southerly line of Fairwynd Heights Subdivision; thence South 42 degrees 08 minutes 34 seconds West, 398.40 feet on the northwesterly line of Bischoff's Addition; thence South 06 degrees 51 minutes 40 seconds East, 269.11 feet on the westerly line of Bischoff's Addition; thence South 31 degrees 10 minutes 01 seconds East, 63.00 feet on the westerly line of Bischoff's Addition to the northerly right of way line of Cody Road (U.S. Hwy 67); thence South 34 degrees 21 minutes 00 seconds East, 200.56 feet to the southerly right of way line of the I.C. & E.R.R.; thence South 55 degrees 39 minutes 00 seconds West, 163.24 feet on said right of way line; thence North 31 degrees 21 minutes 06 seconds West, 210.27 feet to the northerly right of way line of Cody Road (U.S. Hwy 67); thence North 31 degrees 33 minutes 59 seconds West, 498.86 feet on the westerly line of the parcel in document number 16006-83; thence South 58 degrees 24 minutes 00 seconds West, 486.90 feet on the northerly line of parcel in document number 24241-01; thence South 10 degrees 30 minutes 36 seconds East, 271.77 feet on the westerly boundary line of said parcel; thence South 25 degrees 49 minutes 48 seconds East, 402.64 feet to the southerly right of way line of the D.R.I. & N.W. R.R.; thence South 63 degrees 52 minutes 00 seconds West, 229.74 feet on said right of way line; thence South 64 degrees 24 minutes 00 seconds West, 60.00 feet on said right of way line; thence North 32 degrees 07 minutes 26 seconds West, 530.02 feet; thence North 00 degrees 13 minutes 33 seconds West, 1005.39 feet to the point of beginning, containing 21.65 acres, more or less.

#### 2005 ADDITION

Part of Section 34 and part of Section 35, Township 79 North Range 5 East of the 5<sup>th</sup> Principal Meridian, described as follows:

Beginning at the southeast corner of Lot 14 in A. LeClaire's Reserve Out Lots, thence North 00 degrees 10 minutes 48 seconds East, 1222.90 feet on the east line of said Lot 14, Lot 11, Lot 6, and Lot 3 in said A. LeClaire's Reserve Out Lots to the south right of way line of Holland Street; thence South 89 degrees 55 minutes 09 seconds West, 1334.03 feet on said right of way line to the east right of way line of 15th Street; thence North 00 degrees 00 minutes 15 seconds East, 78.01 feet to the north right of way line of Holland Street; thence South 89 degrees 59 minutes 26 seconds East, 3414.22 feet on said right of way line to the northerly extension of the Easterly lot lines of Lots 6 through 10, Block 14 in the Davenport & Rodgers Addition to the Town of LeClaire; thence South 10 degrees 01 minutes 36 seconds East, 812.57 feet on said lot lines to the northeast corner of Lot 4 in Block 13 in said Addition and southerly right of way line of Benton Street; thence South 81 degrees 11 minutes 51 seconds West, 200.00 feet on said right of way line to the easterly right of way line of 5th Street; thence South 08 degrees 52 minutes 45 seconds East, 574.31 feet on said right of way line to the north line of the Original Town of LeClaire; thence South 87 degrees 55 minutes 39 seconds East, 83.90 feet on said north line to the east right of way line of 6<sup>th</sup> Street; thence South 00 degrees 05 minutes 03 seconds West, 240.24 feet to the intersection of the east right of way line of 6th Street and the south right of way line of Ewing Street; thence South 90 degrees 00 minutes 00 seconds West, 720.00 feet on said right of way line to the east right of way line of 8<sup>th</sup> Street; thence South 00 degrees 00 minutes 02 seconds East, 717.34 feet on said right of way line to the south right of way line of Jones Street; thence South 89 degrees 59 minutes 58 seconds West, 60.00 feet on said right of way line to the west right of way line of 8th Street; thence North 00 degrees 00 minutes 02 seconds West, 1060.34 feet on said right of way line to the northeast corner of Lot 17 in A. LeClaire's Reserve Out Lots; thence South 90 degrees 00 minutes 00 seconds West, 1420.00 feet on the north line of Lot 17 and Lot



18 in said A. LeClaire's Reserve Out Lots to the point of beginning, containing 72.46 acres of land, more or less.

#### 2010 ADDITION

Certain real property in the City of LeClaire, County of Scott, State of Iowa more particularly described as follows:

- 4) All of the right-of-way of N. 23<sup>rd</sup> Street from its intersection with Territorial Road on north to its intersection with Trent Street on the south; and
- 5) Lot 1 and Lot 2, Block 3, Upper LeClaire Addition to the Town Of LeClaire, Scott County, Iowa, except the West 85 feet thereof as conveyed by Warranty Deed of Record in the Office of the Recorder of Scott County, Iowa, in Book 186, Page 419, of Town Lot Deeds; and
- 6) All of Lot #9 and the E. 36' of the S. 15' of Lot #8 of Block #10 of the Original Town of LeClaire (also recognized as Scott County parcel #850206909104 or 221 S. 2<sup>nd</sup> Street).

#### 2012 ADDITION

Certain real property situate in the City of LeClaire, County of Scott, State of Iowa, more particularly described as follows:

Lot #2 of the Niko Addition Subdivision, City of LeClaire, Iowa.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of LeClaire, Iowa.

The City of LeClaire, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

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 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 no 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 2018 Amendment would update provisions of the Plan, and identify a new urban renewal project. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment 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 LeClaire, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Section 5. That the proposed 2018 Amendment to the Urban Renewal Plan, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed 2018 Amendment to the Urban Renewal Plan for the LeClaire Urban Renewal Area No. 1 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 4<sup>th</sup> day of September, 2018.



Edwin N. Choate, City Administrator/City Clerk

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\_\_\_\_\_ RESOLUTION APPROVED

\_\_\_\_\_ RESOLUTION VETOED

\_\_\_\_\_ RESOLUTION UNCONTESTED

\_\_\_\_\_  
Ray C. Allen, Mayor

\_\_\_\_\_  
Date

**2018 AMENDMENT**

**to the**

**URBAN  
RENEWAL PLAN**

**for**

**LECLAIRE URBAN RENEWAL AREA  
NO. 1**

**CITY OF LECLAIRE, IOWA**

**Original Plan Adopted – May 1991**  
**1992 Addition to LeClaire URA #2 – April 1992**  
**1992 Addition to LeClaire URA #1 – July 1992**  
**Amendment No. 2 – May 2003**  
**2004 Addition – May 2004**  
**2004 Amendment (Project Only)– July 2004**  
**2005 Addition – July 2005**  
**2010 Amendment (Project Only) – March 2010**  
**2010 Addition – September 2010**  
**2012 Addition – June 2012**  
**2013 Amendment (Project Only) – February 2013**  
**2013 Amendment (Project Only) – November 2013**  
**2014 Amendment (Project Only) – September 2014**  
**2018 Amendment (Project Only) – October 2018**

**2018 Amendment to the Urban Renewal Plan  
for  
Urban Renewal Area No. 1**

**City of LeClaire, Iowa**

**INTRODUCTION AND HISTORY**

The City of LeClaire, Iowa (the “City”) adopted the Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for LeClaire Urban Renewal Area No. 1 on May 20, 1991 with the adoption of Resolution Nos. 91-59 and 91-60. At the same time, the City created LeClaire Urban Renewal Area No. 2, covered by the same Urban Renewal Plan, with the adoption of Resolution Nos. 91-61 and 91-62. In 1992, the City added land to both areas through the 1992 Addition to LeClaire Urban Renewal Area No. 2 (by Resolution Nos. 92-63 and 92-64, approved April 20, 1992) and the 1992 Addition to LeClaire Urban Renewal Area No. 1 (by Resolution Nos. 92-119 and 92-120, approved July 27, 1992).

In 2003, by Resolution No. 03-90, the City adopted and approved an Amendment No. 2 to the Urban Renewal Plan that, among other things, added non-taxable property to the LeClaire Urban Renewal Area No. 2, and consolidated LeClaire Urban Renewal Area No. 1 and LeClaire Urban Renewal Area No. 2 into a single urban renewal area to be known as LeClaire Urban Renewal Area No. 1 (the “Area” or “Urban Renewal Area”). The City has amended the Plan and the Area numerous times to add land to the Area (referred to as Additions) and any corresponding projects in 2004 (by Resolution No. 04-62), 2005 (by Resolution No. 05-142), 2010 (by Resolution No. 10-167), and 2012 (by Resolution No. 12-97), and to identify new urban renewal projects only in 2004 (by Resolution No. 04-96), 2010 (by Resolution No. 10-55), twice in 2013 (by Resolution Nos. 13-19 and 13-207) and most recently in 2014 (by Resolution No. 14-181).

With the adoption of this 2018 Amendment (the “Amendment” or “2018 Amendment”), the Urban Renewal Plan is being further amended to update the Objectives, Activities, and Financial Information, and to identify a new urban renewal project. This Amendment adds no new land to the Area and has no effect on the duration of the Area. Except as modified by this Amendment, the provisions of the Urban Renewal Plan, as previously amended, 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 Amendment shall control.

**AREA DESIGNATION**

This Amendment makes no change to the Area’s designation. The Urban Renewal Plan established the Urban Renewal Area as an economic development area appropriate for commercial, industrial, and residential development, and all subsequent amendments have confirmed the Area’s economic development designation.

## **DESCRIPTION OF AREA AND BASE VALUES**

This Amendment does not add property to or remove property from the Area, and it makes no change to the base values applicable to those portions of the Area included in TIF ordinances under Iowa Code section 403.19.

## **DEVELOPMENT PLAN**

The City has a general plan for the physical development of the City as a whole, outlined in the Comprehensive Plan, adopted in November 2002 and last updated in February 2018. The Urban Renewal Plan, as previously amended, and this Amendment are in conformance with the goals and land use policies identified in the Comprehensive Plan.

The Plan, as amended, does not in any way replace 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 the Plan, as amended, and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

## **URBAN RENEWAL OBJECTIVES**

The Plan, as previously amended, sets forth primary objectives for development of the Urban Renewal Area. In addition to those objectives, the following are objectives for the development of the Urban Renewal Area:

1. To help develop a sound economic base that will serve as the foundation for future growth and development.
2. To improve recreational, retail, and cultural opportunities.
3. To provide for the installation and/or repair of public infrastructure which contribute to the sound development of the Area in a manner that is efficient from the standpoint of providing municipal services.
4. To stimulate through public action and commitment private investment in new and existing commercial and industrial development.
5. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

## **TYPES OF URBAN RENEWAL ACTIVITIES**

The Plan, as previously amended, sets forth examples of activities that the City might undertake for development of the Urban Renewal Area. In addition to those activities, activities the City undertakes in the 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.
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 utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa, including, but not limited to, tax increment financing.
6. 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 LeClaire and the State of Iowa.

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 the Urban Renewal Plan, as amended.

### **PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Several 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 described in the Plan and previous amendments.

### **ELIGIBLE URBAN RENEWAL PROJECTS** **(2018 Amendment)**

Although certain project activities may occur over a period of years, the eligible urban renewal project under this Amendment includes:

*Dana Development, LLC Development Agreement:* The City expects to enter into a development agreement with Dana Development, LLC (or a related entity) to provide incentives for the development of a mixed-use commercial building in the Area, which is expected to be constructed in 2018-2019 and result in the creation of jobs in the community. Pursuant to the terms and conditions of the development agreement, the City would provide annual grants in the amount of up to 85% of the tax increment created by the project for up to 6 years, with the total grants not to exceed \$91,000. Each grant payment would be subject to annual appropriation, and

the Developer would be responsible for the costs incurred by the City in preparing and adopting this Amendment and the development agreement. This project summary does not contain all of the terms and conditions to be included in the proposed development agreement.

### **FINANCIAL INFORMATION**

1.	July 1, 2018, Constitutional Debt Limit	\$23,074,519
2.	Current Outstanding General Obligation Debt	\$12,920,374
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (2018 Amendment) 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 (2018 Amendment) as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$ 91,000

### **REPEALER AND SEVERABILITY**

Any parts of the Plan as previously amended in conflict with this Amendment are hereby repealed. If any part of this 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 this Amendment or the Plan not determined to be invalid or unconstitutional.

### **URBAN RENEWAL PLAN AMENDMENTS**

The Urban Renewal Plan, as previously amended, may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities. The City Council may amend the Plan in accordance with applicable State law.

### **EFFECTIVE PERIOD**

This 2018 Amendment will become effective upon its adoption by the City Council.

Although Chapter 403 of the Code of Iowa does not place a limitation on the duration of an urban renewal plan or area, in Amendment No. 2 to the Urban Renewal Plan, adopted by the City in 2003, the City stated that the Plan would continue until “the year 2031.” This Amendment does not alter that voluntary sunset date for the life of the Plan.

The use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Code of Iowa. The original Urban Renewal Area No. 1, original Urban Renewal Area No. 2, and the 1992 Additions to both were established before January 1, 1995, and are not subject to the statutory limitation on the duration of the division of revenues included in Chapter 403. During the life of the Plan, the use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the *Code of Iowa*, for those Additions established after 1995 (specifically, the 2004 Addition, the 2005 Addition, the 2010 Addition, and the 2012 Addition) shall continue to the extent consistent with Chapter 403.

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

01509831-1\23373-004



Tim:  
Please see my answers in **RED** below.  
Thanks,  
Ed

**From:** Huey, Timothy [<mailto:Timothy.Huey@scottcountyiowa.com>]  
**Sent:** Wednesday, September 5, 2018 8:03 AM  
**To:** Edwin N. Choate  
**Subject:** RE: LECLAIRE URBAN RENEWAL AREA PLAN AMENDMENT PROPOSAL

Ed:

**The City expects to enter into a development agreement with Dana Development, LLC**  
Can we get a copy of the development agreement? **Please see attached.**

**For the development of a mixed-use commercial building in the Area**  
What is the size and expected assessed value (increment in value) of the building? **The size is approximately 6,000 square feet and the incremental value is expected to be about \$800,000+/-.**

**Result in the creation of jobs in the community**  
What types of uses and businesses does the zoning allow and what type are expected? **The planned uses are retail and food/restaurant/bar establishments (3-4 depending upon final build-out). This project is located in the City's C-2: Central Business District which allows all of these projected uses. The projected uses are consistent with existing District uses and will compliment those existing uses as well.**

**Total grants not to exceed \$91,000. The Developer would be responsible for the costs incurred by the City in preparing.**  
Would the costs to be paid by the developer be paid out of the \$91K max or in addition to the \$91K? **The costs will be paid (reimbursed to the City) IN ADDITION to the \$91,000.**

**The City would provide annual grants in the amount of up to 85% of the tax increment created by the project for up to 6 years, with the total grants not to exceed \$91,000.**  
If at the end of 6 years \$91K has not been generated will it continue to run until \$91K is reached or does it end? **NO. Six (6) years in duration or \$91,000 whichever comes first.**

Any other information you can provide? I assume this is similar to the previous projects approve in **February 2013, November 2013, and ?September 2014?**  
Can you refresh my memory and tell me briefly what those three projects were? **February 2013 – Markman Peat Project (the old Mississippi Valley Welcome Center conversion); November 2013 – Municipal Sewerage System Improvements in Urban Renewal Areas; and, September 2014 – CK Marine, LLC Project (boat sales warehouse up by old welcome center and BACK, LLC Project (retail facility on Eagle Ridge Road where “Snap Fitness” is currently located next to McDonald’s)**

Thanks. I'll let you know if I will plan to attend your consultation meeting>

Tim

**From:** Edwin N. Choate <[EChoate@leclaireiowa.gov](mailto:EChoate@leclaireiowa.gov)>  
**Sent:** Wednesday, September 5, 2018 6:13 AM  
**To:** 'Spelhaug Jim' <[spelhaugjim@pleasval.k12.ia.us](mailto:spelhaugjim@pleasval.k12.ia.us)>; 'Clingsmith Mike' <[clingsmithm@pleasval.k12.ia.us](mailto:clingsmithm@pleasval.k12.ia.us)>; Huey, Timothy <[Timothy.Huey@scottcountyowa.com](mailto:Timothy.Huey@scottcountyowa.com)>; Knobbe, Tony <[Tony.Knobbe@scottcountyowa.com](mailto:Tony.Knobbe@scottcountyowa.com)>; AD Mail Box <[Admin@SCOTTCOUNTYIOWA.com](mailto:Admin@SCOTTCOUNTYIOWA.com)>; 'ddoucette@eicc.edu' <[ddoucette@eicc.edu](mailto:ddoucette@eicc.edu)>  
**Subject:** LECLAIRE URBAN RENEWAL AREA PLAN AMENDMENT PROPOSAL

**Everyone:**

**Please see the attached notice of consultation meeting and information regarding LeClaire's 2018 proposed Urban Renewal Plan Amendment. (Hard copies are being mailed via USPS.) This proposed amendment facilitates the development of another downtown commercial establishment along Cody Road.**

**The proposed amendment DOES NOT add any additional land area to the urban renewal area. Please review the proposed amendment materials, specifically pages 4 & 5 for more details on the current project being considered.**

**Please note that next Friday, September 14<sup>th</sup> @ 9:00 a.m. in the City Hall conference room has been established as the required pre-amendment consultation meeting with the City.**

**If anyone has any questions, comments, or need for additional information, please feel free to contact me at any time.**

**Thank you for your time and consideration of this matter.**

**Ed Choate**

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF LECLAIRE, IOWA

AND

DANA DEVELOPMENT, L.L.C.

\_\_\_\_\_, 2018

AGREEMENT  
FOR  
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF LECLAIRE, IOWA, a municipality ("City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended ("Urban Renewal Act"), and DANA DEVELOPMENT, L.L.C., an Iowa limited liability company, having offices for the transaction of business at 5816 Cardinal Road, Bettendorf, Iowa ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the LeClaire Urban Renewal Area No. 1 (the "Urban Renewal Area"), which is described in the Urban Renewal Plan approved for such area by resolution on May 20, 1991, and amended numerous times, most recently by the 2018 Amendment adopted on October 1, 2018 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Scott County, Iowa; and

WHEREAS, the Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, pursuant to the terms of a settlement agreement by and between the Developer and the City, Edwin Choate, and Robert J. Scannell, dated April 13, 2017 and recorded in the records of the Scott County Recorder as file 2017-00011210, the City and the Developer have preliminarily agreed to certain terms regarding the development of the Development Property and the transfer of a portion of the Development Property from the City to the Developer; and

WHEREAS, Developer is willing to cause certain improvements to be constructed on the Development Property and will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, the City is willing to provide certain incentives in consideration for Developer's obligations pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of LeClaire, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2017, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Dana Development, L.L.C. TIF Account means a separate account within the Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and the Development Property.

Developer means Dana Development, L.L.C., and its permitted successors and assigns.

Development Property means that portion of the LeClaire Urban Renewal Area No. 1 described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Employee means an individual employed by Developer in the operation of the commercial enterprises at the Development Property on a part-time or full-time basis.

Event of Default means any of the events described in Section 8.1 of this Agreement.

Expiration Date means the date on which certain obligations under this Agreement cease, as established in Section 10.8(a) of this Agreement.

Minimum Improvements means the construction of a new commercial building as more particularly described in Exhibit B and depicted in Exhibit B-1 to this Agreement, attached hereto and made a part hereof.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Ordinance means the ordinances of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Urban Renewal Tax Increment Revenue Fund.

Project means the construction and operation of the Minimum Improvements on the Development Property and the creation and maintenance of jobs, as described in this Agreement.

State means the State of Iowa.

Substantially Complete or Substantial Completion shall be defined by the City's Zoning and Building Code of Ordinances, as applied by agents of the City.

Tax Increments means the property tax revenues on the Minimum Improvements (building/improvement value only) divided and made available to the City for deposit in the Dana Development, L.L.C. TIF Account of the Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance, measured from the base assessed value of the any existing building/improvements on the Development Property as of January 1, 2018.

Tenant(s) means any commercial enterprise that leases all or a portion of the Minimum Improvements from Developer and employs employees therein.

Termination Date means the date of termination of this Agreement, as established in Section 10.8(b) of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Area means the area known as the LeClaire Urban Renewal Area No. 1 (as amended).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded,

refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Dana Development, L.L.C. is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of not less than \$800,000, and will increase the taxable valuation of the building/improvements on the Development Property by an amount not less than \$250,000.

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2018.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of



this Agreement, any City-issued permits, and all local, State, and federal laws, ordinances, and regulations.

Section 3.2. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and substantially completed by: (i) no later than December 31, 2018; or (ii) such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

b. If the Developer fails to meet the completion deadline described in Section 3.2(a), but completes at least 75% of the Minimum Improvements by the deadline (as determined by the City in its sole discretion), then Developer will be allowed 120 days past the deadline to complete the Minimum Improvements and obtain a certificate of occupancy before such failure is considered an Event of Default under this Agreement.

c. Developer shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.3. Certificate of Completion. Upon receipt of written notice from Developer of Substantial Completion of the Minimum Improvements, and following the City's issuance of an occupancy permit, if the City finds the Minimum Improvements to have been Substantially Completed in conformance with this Agreement, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.3, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.3 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

ARTICLE IV. FURTHER COVENANTS OF DEVELOPER

Section 4.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the

Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 4.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 4.3. Non-Discrimination. In the course of the Project, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 4.4. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Development Property and the Minimum Improvements.

Section 4.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 4.6. Occupancy/Employment. Developer shall either hire and employ, or lease the Minimum Improvements to Tenant(s) that hire and employ, at least 17 Employees **(12 of which shall be full-time)** at the Minimum Improvements no later than March 1, 2019, and shall retain a Monthly Average of at least 17 **(12 of which shall be full-time)** Employees at the Minimum Improvements until the Expiration Date. "Monthly Average" means the average number of Employees employed at the Minimum Improvements as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in Developer's Annual Certification submitted pursuant to Section 4.7. Developer shall not receive any Economic Development Grant if the Monthly Average of Employees employed by Developer or Tenant(s) at the Minimum Improvements does not meet the requirements of this Section 4.6. If Developer relies on Tenant(s) to satisfy this requirement, then Developer shall cause any Tenant(s) to provide documentation to support and verify the number of Employees employed in the Minimum Improvements, which documentation the Developer shall provide to the City upon request of the City.

Section 4.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements, the first full assessed value, and the current assessed value; (iii) certification of the number of Employees at the Minimum Improvements (employed by Developer or Tenant(s)) as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date

of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof, and certificate shall be provided not later than October 15 of each year, commencing October 15, 2019 and continuing through the Expiration Date. The first Annual Certification due October 15, 2019 shall require employment numbers only from March 1, 2019 through October 1, 2019. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D for form required for Developer's Annual Certification.

Section 4.8. Use of Minimum Improvements. Developer will maintain its operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 4.6, until the Expiration Date of this Agreement.

Section 4.9. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. In addition, Developer agrees that prior to the Termination Date of this Agreement:

a. It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. It will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and its Termination Date.

Section 4.10. Insurance Requirements. The Developer agrees during construction of the Minimum Improvements and thereafter until the Termination Date to maintain builder's risk, property damage, liability, and other insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size. Should the Minimum Improvements be damaged in excess of \$100,000 or destroyed by any cause, and in order to begin to receive or continue receiving the Economic Development Grants specified in this Agreement, Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to the pre-damaged condition whether or not the proceeds of insurance received by Developer for such purposes are sufficient. If Developer makes the business decision not to repair, reconstruct, and restore the Minimum Improvements and/or if Developer does not begin the process of repairing, reconstructing, and restoring the Minimum Improvements within 120 days of the event causing the damage, then the City will be relieved of all obligations (including any obligation to make any further Economic Development Grants) to Developer under this Agreement and Developer shall be relieved of all obligations to the City under this Agreement (but Developer shall remain responsible for compliance with all federal, State and local laws, regulations, or ordinances related to the Development Property).

Section 4.11. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b)

the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

## ARTICLE V. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

### Section 5.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will not transfer, convey, or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

b. Developer acknowledges and agrees that if prior to the Termination Date (i) the Developer ceases to exist, (ii) the Project as contemplated in this Agreement ceases to exist, or (iii) the Developer sells and/or transfers 50% or more of Developer's ownership of the Development Property and/or Minimum Improvements, then the City's obligations under this Agreement, including payment of Economic Development Grants, shall immediately cease and such occurrence shall be considered an Event of Default. If such Event of Default occurs, then the City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VI hereof, with interest thereon at the highest rate permitted by State law, which repayment shall be made within six months of notice to the Developer of the Event of Default. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 5.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. Until the Termination Date of this Agreement, the Developer agrees that the Development Property cannot be or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

## ARTICLE VI. ECONOMIC DEVELOPMENT GRANTS

Section 6.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to six (6) consecutive annual payments of Economic Development Grants to Developer up to a total amount not to exceed Ninety-one Thousand Dollars (\$91,000) under the following schedule and formula:

Assuming the completion of the Minimum Improvements by December 31, 2018 and full assessment of the Minimum Improvements on January 1, 2019, Developer's timely submission of the Annual Certification and the City's approval thereof, and debt certification by the City to the Auditor prior to December 1, 2019, the Economic Development Grants shall commence on June 1, 2021 and end on June 1, 2026 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2021	85% of Tax Increments for Fiscal Year 2020-2021
June 1, 2022	85% of Tax Increments for Fiscal Year 2021-2022
June 1, 2023	85% of Tax Increments for Fiscal Year 2022-2023
June 1, 2024	85% of Tax Increments for Fiscal Year 2023-2024
June 1, 2025	85% of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	85% of Tax Increments for Fiscal Year 2025-2026

Each annual payment shall be equal in amount to the above percentages of the Tax Increments, collected by the City with respect to the Minimum Improvements (building/improvement value only) under the terms of the Ordinance and deposited into the Dana Development, L.L.C. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants"). Tax Increment does not include: (a) taxes derived from land valuation; (b) taxes derived from the assessed value of any existing building/improvements on the Development Property as of January 1, 2018; and (c) any previously recognized increment.

Section 6.2. Payment Schedule. The schedule of the payments for Economic Development Grants set forth in Section 6.1 is based on the completion of the Minimum Improvements by December 31, 2018 and the first full assessment of the Minimum Improvements being January 1, 2019. If the terms of Section 3.2(b) of this Agreement are triggered (i.e., the Minimum Improvements are not completed by December 31, 2018, but are 75% complete as determined by the City) and the Developer completes the Minimum Improvements in the 120-day extension period provided for in Section 3.2(b), then the schedule of the payments for the Economic Development Grants will be delayed one year, meaning that the Developer's first Economic Development Grant would be June 1, 2022. However, in no event shall the schedule of Economic Development Grants be delayed more than one year or be delayed for any reason other than the triggering of Section 3.2(b).

Section 6.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed the aggregate amount of Ninety-one Thousand Dollars (\$91,000) over six (6) years. The City makes no assurance that the Developer will receive Economic Development Grants which reach the six-year aggregate maximum of \$91,000 under the applicable formula.

Section 6.4. Limitations.

a. The Economic Development Grants are only for the Minimum Improvements described in this Agreement (building/improvement increase value only).

b. By signing this Agreement, Developer hereby acknowledges and agrees that the Economic Development Grants contemplated herein are the only form of TIF assistance that shall be made by the City in connection with the Development Property, the Minimum Improvements, or this Project, and that the Development Property, the Minimum Improvements, and this Project shall thereafter be ineligible to receive any TIF assistance under the City's policies.

Section 6.5. Conditions Precedent. Notwithstanding the provisions of Section 6.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon compliance with all of the terms of this Agreement by Developer at the time of payment, and:

a. A total investment by Developer in the Project of at least \$800,000.

b. The Minimum Improvements must result in an increase to the assessed taxable value (as determined by the Scott County Assessor's office) for the building/improvements on the Development Property (without regard to any assessed value attributed to the land itself) by at least \$250,000 as measured from the assessed taxable value of the building/improvements on the Development Property as of January 1, 2018.

In the event that an Event of Default occurs or any certification filed by Developer under Section 4.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 6.1 and 6.3.

Section 6.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by the Tax Increments on the Minimum Improvements (building/improvements value only) deposited and held in the Dana Development, L.L.C. TIF Account of the Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance with respect to the Development Property in force during the term hereof to the extent allowed by controlling law and to apply the appropriate percentage of Tax Increments collected in respect of the Minimum Improvements and Development Property to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants 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 under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. 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 make future Economic Development Grants 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 or by the City's bond counsel 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 by the City 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. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 6.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if, at any time during the term hereof:

i. The City receives an opinion from its city attorney, bond counsel, other legal counsel, or a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under Section 6.1, is not possible, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof; or

ii. The City does not receive Tax Increment resulting from the Minimum Improvements to fund an Economic Development Grant to Developer as contemplated under Section 6.1; or

iii. The City receives an opinion from its city attorney, bond counsel, other legal counsel, or a court of competent jurisdiction to the effect that the Urban Renewal Area or Urban Renewal Plan is no longer authorized, valid, and/or in existence under the Urban Renewal Act or other applicable provisions of the Code, as then constituted, or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof; or

iv. The City fails to appropriate Tax Increment funds for payment of the Economic Development Grants.

Upon occurrence of any of the above events, the City shall promptly forward notice of the same to Developer. If the circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 6.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

## ARTICLE VII. INDEMNIFICATION

### Section 7.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article VII, the “Indemnified Parties”) from, covenant and agree that the Indemnified Parties shall not be liable for, and agree to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce their rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. The provisions of this Article VII shall survive the termination of this Agreement.

## ARTICLE VIII. REMEDIES

Section 8.1. Events of Default Defined. In addition to the events described in Section 5.1(b), the following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events prior to the Termination Date of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

b. Transfer of Developer’s interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;



c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. makes an assignment for the benefit of its creditors; or

iii. admits in writing its inability to pay its debts generally as they become due; or

iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to or related to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default (notice and a period to cure is not required for defaults under Section 8.1(e-g)), but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VI hereof, with interest thereon at the highest rate permitted by State law which repayment shall be made within six months of notice to the Developer of the Event of Default. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Within 30 days of the execution of this Agreement, Developer shall reimburse the City for the total costs of any and all legal fees and administrative costs incurred by the City in connection with the drafting, negotiation, and authorization of this Agreement, as well as attorneys' and other costs incurred by the City in connection with the drafting and adoption of the related amendment to the Urban Renewal Plan; and

b. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

## ARTICLE IX. SETTLEMENT AGREEMENTS

Section 9.1. Satisfaction of City's Obligations in Settlement Agreements. The Developer hereby acknowledges and agrees that by executing and complying with the terms of this Agreement the City will have satisfied its obligations under the settlement agreement by and between the Developer and the City dated July 5, 2010 ("2010 Settlement Agreement"), as amended by paragraph 6 of the settlement agreement by and between the Developer and the City, Edwin Choate, and Robert J. Scannell dated April 13, 2017 and recorded in the records of the Scott County Recorder as file 2017-00011210

("2017 Settlement Agreement"). The City shall be deemed to have satisfied its obligations under the 2010 Settlement Agreement and paragraph 6 of the 2017 Settlement Agreement regardless of whether Developer actually receives Economic Development Grants totaling \$20,823.00 under this Agreement, so long as the City acts in compliance with the terms of this Agreement.

Section 9.2. Transfer of Deed to Development Property. The Developer and City hereby acknowledge and agree that if Developer timely completes the construction of the Minimum Improvements consistent with the terms and conditions of this Agreement, and Developer receives a Certificate of Completion from the City under Section 3.3, then Developer shall have satisfied the conditions of paragraph 5 of the 2017 Settlement Agreement and the Meloy Law Office shall record the warranty deed granting Developer the Reynolds Street Right of Way (as defined in the 2017 Settlement Agreement). If, however, Developer fails to timely complete the construction of the Minimum Improvements consistent with the terms and conditions of this Agreement and/or does not obtain a Certificate of Completion from the City under Section 3.3, then pursuant to paragraph 5 of the 2017 Settlement Agreement the Meloy Office shall record the quit claim deed releasing Developer's rights to the Reynolds Street Right of Way.

## ARTICLE X. MISCELLANEOUS

Section 10.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 10.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Dana Development, L.L.C., at 5816 Cardinal Road, Bettendorf, Iowa, 52722, Attn: Jeff McAfoos, Principal;
- b. In the case of the City, is addressed to or delivered personally to the City at 325 Wisconsin Street, LeClaire, IA 52753, Attn: Edwin Choate, City Administrator;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 10.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 10.6. 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. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 10.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 10.8. Expiration Date and Termination Date.

a. Those obligations in this Agreement which continue until the “Expiration Date” shall cease and be of no further force or effect on and after December 31, 2027 (the “Expiration Date”).

b. This Agreement as a whole shall terminate and be of no further force or effect on and after December 31, 2032, unless terminated earlier under the provisions of this Agreement.

Section 10.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit E, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The Developer shall reimburse the City for all costs of recording.

Section 10.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Administrator, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

*[Remainder of page intentionally left blank; signature pages follow]*

(SEAL)

CITY OF LECLAIRE, IOWA

By: \_\_\_\_\_  
Ray Allen, Mayor

ATTEST:

By: \_\_\_\_\_  
Edwin N. Choate, City Administrator

STATE OF IOWA                    )  
  ) SS  
COUNTY OF SCOTT                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for said State, personally appeared Ray Allen and Edwin N. Choate, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of LeClaire, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

*[Signature page to Agreement for Private Development – City of LeClaire]*

DANA DEVELOPMENT, L.L.C.

By: \_\_\_\_\_  
Jeff McAfoos, Principal

STATE OF IOWA                    )  
  ) SS  
COUNTY OF SCOTT            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff McAfoos, to me personally known, who, being by me duly sworn, did say that he is the Principal of Dana Development, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jeff McAfoos as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

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

*[Signature page to Agreement for Private Development – Dana Development, L.L.C.]*

EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is described as follows:

Lot 1 of Dana Block Addition to the City of LeClaire, Iowa.

Scott County Parcel # 9535549101

EXHIBIT B  
MINIMUM IMPROVEMENTS

Minimum Improvements means the construction of a new approximately 6,000 square foot commercial building on the Development Property. The building will be used for multi-purpose commercial space within LeClaire, which will allow for the creation of additional jobs. The construction of the Minimum Improvements will be completed in 2018. Construction costs are expected to be approximately \$800,000. The Minimum Improvements shall be substantially in conformance with the site plans attached hereto as Exhibit B-1.

The taxable assessed value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$770,000, but the Scott County Assessor will make the final determination as to the value.





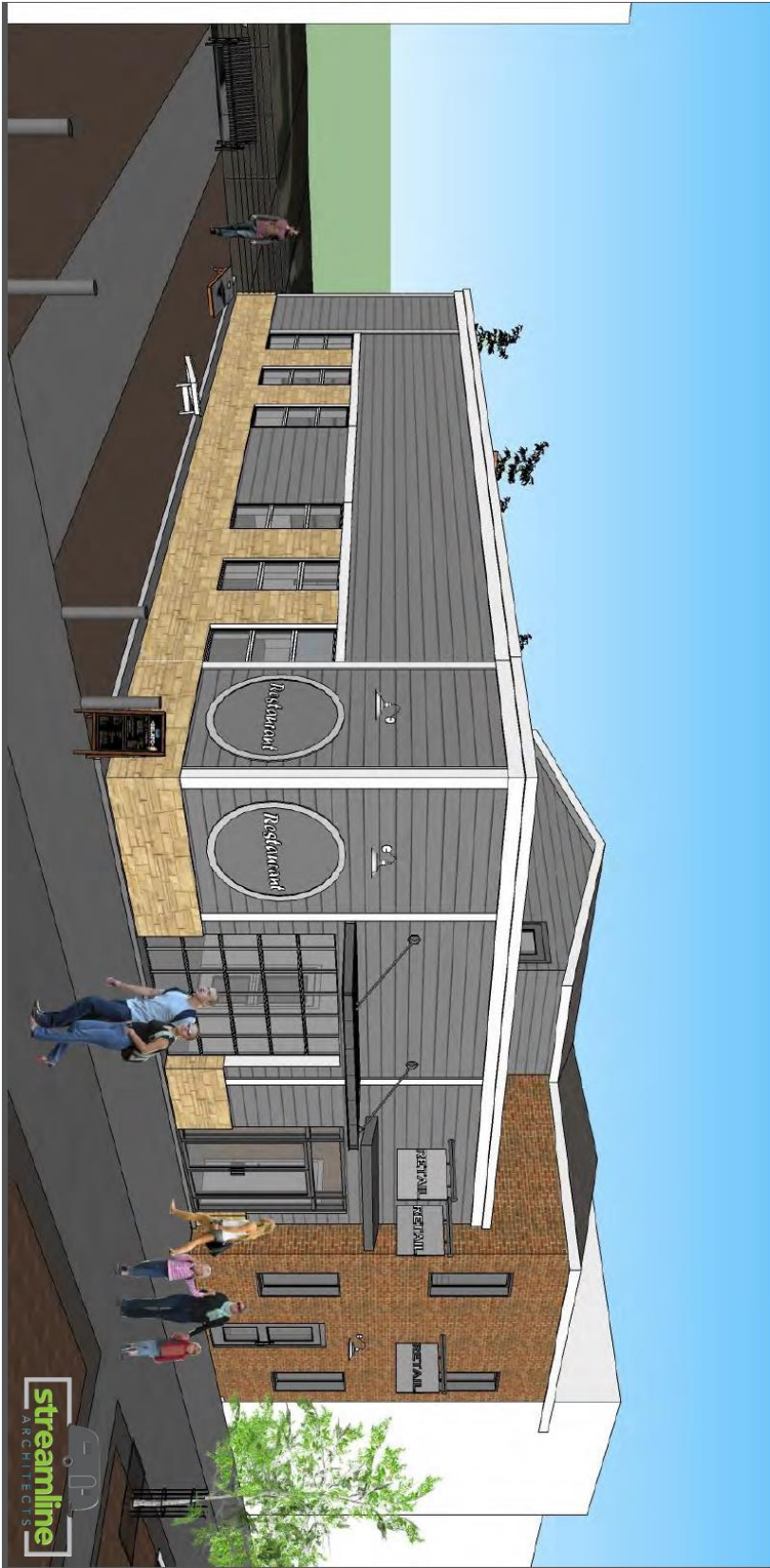


EXHIBIT C  
CERTIFICATE OF COMPLETION

WHEREAS, the City of LeClaire, Iowa, (the “City”) and Dana Development, L.L.C., an Iowa limited liability company (“Developer”), did on or about the \_\_\_\_ day of \_\_\_\_\_, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 1 of Dana Block Addition to the City of LeClaire, Iowa.

Scott County Parcel # 9535549101

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Scott County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

*[Remainder of page intentionally left blank; signature page follows]*

(SEAL)

CITY OF LECLAIRE, IOWA

By: \_\_\_\_\_  
Ray Allen, Mayor

ATTEST:

By: \_\_\_\_\_  
Edwin N. Choate, City Administrator

STATE OF IOWA                    )  
  ) SS  
COUNTY OF SCOTT                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for said State, personally appeared Ray Allen and Edwin N. Choate, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of LeClaire, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

*[Signature page to Certificate of Completion – City of LeClaire]*

EXHIBIT D  
DEVELOPER ANNUAL CERTIFICATION  
(due before October 15<sup>th</sup> as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 4.7 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20\_\_, at a full assessment value of \$\_\_\_\_\_, and are currently assessed at \$\_\_\_\_\_;

(iii) The number of Employees employed at the Minimum Improvements as of October 1, 20\_\_ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__:	_____	April 1, 20__:	_____
September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May 1, 20__:	_____	November 1, 20__:	_____

(iv) The undersigned officers of Developer have re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

DANA DEVELOPMENT, L.L.C.

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

\_\_\_\_\_  
Its Authorized Representative

**Attachments: Proof of payment of taxes**

**EXHIBIT E**  
**MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT**

WHEREAS, the City of LeClaire, Iowa (the “City”) and Dana Development, L.L.C., an Iowa limited liability company (“Developer”), did on or about the \_\_\_\_ day of \_\_\_\_\_, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Urban Renewal Plan (the “Plan”), to develop certain real property located within the City and within the LeClaire Urban Renewal Area No. 1.

The Development Property is described as follows:

Lot 1 of Dana Block Addition to the City of LeClaire, Iowa.

Scott County Parcel # 9535549101

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2018 and terminates on December 31, 2026, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Administrator, LeClaire, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

CITY OF LECLAIRE, IOWA

By: \_\_\_\_\_  
Ray Allen, Mayor

ATTEST:

By: \_\_\_\_\_  
Edwin N. Choate, City Administrator

STATE OF IOWA                    )  
  ) SS  
COUNTY OF SCOTT            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for said State, personally appeared Ray Allen and Edwin N. Choate, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of LeClaire, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

*[Signature page to Memorandum of Agreement– City of LeClaire]*

DANA DEVELOPMENT, L.L.C.

By: \_\_\_\_\_  
Jeff McAfoos, Principal

STATE OF IOWA                    )  
  ) SS  
COUNTY OF SCOTT            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff McAfoos, to me personally known, who, being by me duly sworn, did say that he is the Principal of Dana Development, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jeff McAfoos as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

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

*[Signature page to Memorandum of Agreement– Dana Development, L.L.C.]*

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# BOARD OF SUPERVISORS

600 West Fourth Street  
Davenport, Iowa 52801-1030

Office: (563) 326-8749

E-Mail: [board@scottcountyia.com](mailto:board@scottcountyia.com)



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

September 20, 2018

Mayor Robert Scannell

LeClaire City Council Members

LeClaire City Hall

425 North Third Street

LeClaire, IA 52753

**DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT**

RE: **City of LeClaire's proposal to amend Urban Renewal Area #1 Plan to allow the use of Tax Increment Financing for tax incentive rebates for a retail commercial development project.**

Dear Mayor Scannell and Council Members:

Thank you for the opportunity to comment on the proposed amendment of the Urban Renewal Area #1 in the City of LeClaire. The Scott County Board of Supervisors has reviewed the information provided by your City Administrator, Ed Choate.

The Scott County Board of Supervisors has previously expressed, and continues to have concerns, with the equity and wisdom of providing TIF incentives as a rebate to expanding or new retail businesses that are in competition with other similar businesses in LeClaire and Scott County. It would appear that the proposed TIF rebates included in the development agreement are not being used to level the playing field due to some extraordinary re-development cost but rather as an incentive for building that will be used for commercial/retail businesses. While the Board has supported TIF incentives for the creation of primary, industrial jobs, it has not supported the use of TIF where the job creation was secondary jobs in the retail or service sectors.

One year ago the Board adopted specific principles under which it would review TIF plans for which we were given the opportunity to comment. Those principles included that Scott County would support the judicious use of tax increment financing when it is used as an economic development incentive to encourage the retention and creation of primary economic sector jobs. The Board would also support it if the businesses significantly improved the base economy of the entire County. On the other hand, Scott County would oppose the use of tax increment financing that was given as an economic development incentive that resulted in an unfair tax advantage to businesses that compete with existing local businesses or that only provide secondary market, retail, or service sector jobs.

Sincerely,

Tony Knobbe, Chairman  
Scott County Board of Supervisors

cc: Scott County Board of Supervisors  
Jim Spelhaug, Pleasant Valley School District Superintendent  
Ed Choate, LeClaire City Administrator  
Mahesh Sharma, Scott County Administrator