



MOLINE CITY COUNCIL AGENDA

Tuesday, April 23, 2013

6:30 p.m.

(immediately following the Committee-of-the-Whole meeting)

City Hall
 Council Chambers – 2nd Floor
 619 16th Street
 Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

PUBLIC HEARING – 6:45 P.M.

Enterprise Zone Expansion – Trimble Pointe

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of April 16, 2013.

SECOND READING ORDINANCES

1. Council Bill/Special Ordinance 4014-2013

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the QC Distance Classic scheduled for Sunday, May 12, 2013.

EXPLANATION: This is a yearly event and has been reviewed by the Special Events Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

OMNIBUS VOTE		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

ITEMS NOT ON CONSENT

SECOND READING ORDINANCES

2. Council Bill/General Ordinance 3034-2012

An Ordinance approving the Tax Increment Redevelopment Plan and Project for the SouthPark Mall Redevelopment Project Area.

EXPLANATION: The creation of Moline’s eighth Tax Increment Finance (TIF) district is being considered in order to assist the development of the SouthPark Mall Redevelopment Project Area. The Joint Review Board (JRB) met September 25, 2012. The JRB reviewed the eligibility study and

redevelopment plan and concluded that the area is blighted and can be considered for TIF designation. The JRB's recommendation to City Council passed unanimously. ***POSTPONEMENT TO THE JUNE 18, 2013 CITY COUNCIL MEETING REQUESTED.***

FISCAL IMPACT: The City shall enter into separate performance based development agreements with private developers. Available funds shall primarily be used to reimburse private developers for eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3 as well as eligible administration and public improvements.

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/General Ordinance 3035-2012

An Ordinance designating the SouthPark Mall Redevelopment Project Area.

EXPLANATION: One of the responsibilities of City Council with regard to creating a TIF district is to designate the proposed area as the redevelopment project area. The Joint Review Board (JRB) met September 25, 2012. The JRB reviewed the eligibility study and redevelopment plan and concluded that the area is blighted and can be considered for TIF designation. The JRB's recommendation to City Council passed unanimously. ***POSTPONEMENT TO THE JUNE 18, 2013 CITY COUNCIL MEETING REQUESTED.***

FISCAL IMPACT: The City shall enter into separate performance based development agreements with private developers. Available funds shall primarily be used to reimburse private developers for eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3 as well as eligible administration and public improvements.

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/General Ordinance 3036-2012

An Ordinance adopting Tax Increment Financing for the SouthPark Mall Redevelopment Project Area.

EXPLANATION: The final action by City Council is to adopt tax increment financing for the redevelopment project area. The Joint Review Board (JRB) met September 25, 2012. The JRB reviewed the eligibility study and redevelopment plan and concluded that the area is blighted and can be considered for TIF designation. The JRB's recommendation to City Council passed unanimously. ***POSTPONEMENT TO THE JUNE 18, 2013 CITY COUNCIL MEETING REQUESTED.***

FISCAL IMPACT: The City shall enter into separate performance based development agreements with private developers. Available funds shall primarily be used to reimburse private developers for eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3 as well as eligible administration and public improvements.

PUBLIC NOTICE/RECORDING: N/A

3034-2012		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

3035-2012		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

3035-2012		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

5. Council Bill/General Ordinance 3005-2013

An Ordinance amending the Zoning & Land Development Ordinance of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated thereto as Section 35-3103. (*Menard Inc. and Sam’s Real Estate Trust, 44th Avenue at 65th Street.*)

3005-2013		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

EXPLANATION: Sam’s Real Estate Business Trust. (Sam’s Club) has proposed to construct a new retail store and fuel station at Valley View Village, south side of John Deere Road between 60th and 70th Streets. They have proposed a new Preliminary PUD plan that would replace the Menards amended PUD approved in 2010. This ordinance will approve an amended Preliminary PUD and rezoning from B-3 PUD Community Business District Planned Unit Development to B-3 PUD Community Business District Planned Unit Development zoning, subject to 9 conditions as recommended by the Plan Commission and stated within the ordinance.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by Owner

FIRST READING ORDINANCES

6. Council Bill/Special Ordinance 4015-2013

A Special Ordinance authorizing the Mayor and City Clerk to execute an Amendment to the Agreement for Sale of Real Estate between the City of Moline and Agustin Martinez and Yesenia Martinez (“Buyers”) for City-owned property at 307 16th Avenue, Moline, and to do all things necessary to convey said property to the Buyers.

Consideration		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

EXPLANATION: On March 5, 2013, the City Council approved Special Ordinance 4008-2013 declaring City-owned owned property at 307 16th Avenue, Moline, as surplus property and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey said property to Agustin Martinez and Yesenia Martinez. The Buyers’ lender has obtained an appraisal which valued the property at an amount substantially lower than the purchase price. The Buyers have therefore offered to amend the original Agreement by lowering the purchase price to \$29,000.00, extending the closing date, and removing provisions for the City’s installation of central air, a radon inspection, and the City’s payment of mitigation if necessary. City staff recommends approval of the amendment terms so the sale and subsequent repair and restoration of this blighted property may proceed.**CONSIDERATION REQUESTED.**

4015-2013		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Law Department to record Deed

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

Members of the public are permitted to speak after first stating their name and address.

EXECUTIVE SESSION

Council Bill/Special Ordinance No.: 4014-2013

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING use of public right-of-way in conjunction with the Quad Cities Distance Classic scheduled for Sunday, May 12, 2013.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 - That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Sunday, May 12, 2013

7:30 a.m. to 9:00 a.m. – Half Marathon

5th Avenue from 1st Street to 4th Street
4th Street from 5th Avenue to 16th Avenue
16th Avenue from 4th Street to 1st Street

7:30 a.m. to 9:00 a.m. – 5K Run

5th Avenue – 4th Street to 10th Street, southernmost eastbound lane
10th Street - 5th Avenue to 4th Avenue, two northbound lanes
4th Avenue – 10th Street to 1st Street, southernmost westbound lane.

It shall be an offense to use said roadways for vehicular purposes during said time.

Section 2 - That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/General Ordinance No. 3034-2012

Sponsor: _____

AN ORDINANCE

APPROVING the Tax Increment Redevelopment Plan and Project for the SouthPark Mall Redevelopment Project Area.

WHEREAS, the City of Moline, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the "Act" for the proposed Redevelopment Plan and Redevelopment Project (Plan) within the municipal boundaries of the City of Moline and within the SouthPark Mall Redevelopment Project Area (Area) as described in Exhibit A attached to this Ordinance, which constitutes in the aggregate more than 1-1/2 acres; and

WHEREAS, the Plan was made available for public inspection at the City Clerk's office on August 24, 2012; and

WHEREAS, the City Council did on September 4, 2012 pass Resolution 1230-2012 setting October 23, 2012 as the date for the public hearing on the Plan, with the time and place of such hearing identified in said Resolution; and

WHEREAS, due notice in respect to the availability of the Plan, which contains an eligibility report, was given by mail on September 6, 2012 pursuant to Section 11-74.4-5 of the Act, said notice being given to all interested parties that have registered with the City concerning the proposed SouthPark Mall Redevelopment Project Area; and

WHEREAS, due notice in respect to the availability of the Plan, which contains an eligibility report, was given by mail on September 6, 2012 pursuant to Section 11-74.4-5 of the Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the SouthPark Mall Redevelopment Project Area; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the City Council caused a public hearing to be held relative to the Redevelopment Plan and Redevelopment Project and the proposed designation of the SouthPark Mall Redevelopment Project Area on October 23, 2012 at the Moline City Hall; and

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the Act, said notice being given to taxing districts and to the State of Illinois by certified mail on September 5, 2012, by publication on October 3, 2012 and October 10, 2012, and by certified mail to property owners within the Area on October 10, 2012; and

WHEREAS, the Redevelopment Plan and Project set forth the factors constituting the need for abatement of conditions in the proposed redevelopment project area that have led to blight, and

the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report and is generally informed of the conditions in the SouthPark Mall Redevelopment Project Area as the terms “conservation area” are defined in the Act; and

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the SouthPark Mall Redevelopment Project Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Tax Increment Redevelopment Plan and Project for said Area; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the SouthPark Mall Redevelopment Project Area to determine whether contiguous parcels of real property in said Project Area would be substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the City Council has reviewed its proposed Tax Increment Redevelopment Plan and Project and Comprehensive Plan for the development of the municipality as a whole to determine whether the proposed Redevelopment Plan and Project conforms to the Comprehensive Plan of the City.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1. That the City Council of the City of Moline hereby makes the following findings:

- a) The area constituting the SouthPark Mall Redevelopment Project Area in the City of Moline, Illinois is described in Exhibit A, attached hereto and made part of this Ordinance.
- b) There exist conditions that cause the area to be designated as a Redevelopment Project Area to be classified as a “conservation area” as defined in Section 11-74.4-3 of the Act.
- c) The SouthPark Mall Redevelopment Project Area on the whole, has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.
- d) The Redevelopment Plan and Redevelopment Project for the SouthPark Mall Redevelopment Project Area conforms to the Comprehensive Plan for the development of the municipality as a whole.
- e) The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property, which will be substantially benefited by the proposed redevelopment project, are included in the SouthPark Mall Redevelopment Project Area.

- f) The estimated date of the completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving the redevelopment project area is adopted.

Section 2. That the Tax Increment Redevelopment Plan and Project for the SouthPark Mall Redevelopment Project Area, which has the subject matter of the hearing held on October 23, 2012, is hereby adopted and approved. A copy of the aforementioned Redevelopment Plan and Project marked as Exhibit B is attached to and made a part of this Ordinance.

Section 3. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 4. That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

TIF DESCRIPTION SOUTHPARK REDEVELOPMENT PROJECT AREA

Part of the southwest quarter and southeast quarter of Section 9, and part of the northwest quarter and northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows;

Beginning at a point on the north line of Ekhco 5th Addition which is 37 feet more or less west of the northeast corner of Lot 1 in said Ekhco 5th Addition;

Thence northerly, a distance of 287 feet more or less;

Thence westerly, a distance of 333 feet more or less to the intersection of the south right of way line of 47th Avenue and the west right of way line of 16th Street;

Thence northerly along said west right of way line, a distance of 1,201 feet more or less to the north line of Lot 3 in Town & Country Addition;

Thence westerly along said north line and said west right of way line, a distance of 9 feet more or less;

Thence northerly along said west right of way line, a distance of 251 feet more or less;

Thence easterly along said west right of way line, a distance of 3 feet more or less;

Thence northerly along said west right of way line, a distance of 235 feet more or less to the north line of Lot 1 in Town & Country Addition;

Thence westerly along said north line and said west right of way line, a distance of 5 feet more or less;

Thence northerly along said west right of way line, a distance of 100 feet more or less;

Thence northerly along said west right of way line, a distance of 157 feet more or less;

Thence northwesterly along said west right of way line, a distance of 65 feet more or less to the south right of way line of John Deere Road;

Thence northerly, a distance of 239 feet more or less to the north right of way line of John Deere Road;

Thence northeasterly along said north right of way line, a distance of 79 feet more or less to the west right of way line of 16th Street;

Thence easterly, a distance of 157 feet more or less to the intersection of the north right of way line of John Deere Road and the east right of way line of 16th Street;

the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report and is generally informed of the conditions in the SouthPark Mall Redevelopment Project Area as the terms “conservation area” are defined in the Act; and

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the SouthPark Mall Redevelopment Project Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Tax Increment Redevelopment Plan and Project for said Area; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the SouthPark Mall Redevelopment Project Area to determine whether contiguous parcels of real property in said Project Area would be substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the City Council has reviewed its proposed Tax Increment Redevelopment Plan and Project and Comprehensive Plan for the development of the municipality as a whole to determine whether the proposed Redevelopment Plan and Project conforms to the Comprehensive Plan of the City.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1. That the City Council of the City of Moline hereby makes the following findings:

- a) The area constituting the SouthPark Mall Redevelopment Project Area in the City of Moline, Illinois is described in Exhibit A, attached hereto and made part of this Ordinance.
- b) There exist conditions that cause the area to be designated as a Redevelopment Project Area to be classified as a “conservation area” as defined in Section 11-74.4-3 of the Act.
- c) The SouthPark Mall Redevelopment Project Area on the whole, has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.
- d) The Redevelopment Plan and Redevelopment Project for the SouthPark Mall Redevelopment Project Area conforms to the Comprehensive Plan for the development of the municipality as a whole.
- e) The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property, which will be substantially benefited by the proposed redevelopment project, are included in the SouthPark Mall Redevelopment Project Area.

- f) The estimated date of the completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving the redevelopment project area is adopted.

Section 2. That the Tax Increment Redevelopment Plan and Project for the SouthPark Mall Redevelopment Project Area, which has the subject matter of the hearing held on October 23, 2012, is hereby adopted and approved. A copy of the aforementioned Redevelopment Plan and Project marked as Exhibit B is attached to and made a part of this Ordinance.

Section 3. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 4. That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Thence southeasterly along said north right of way line, a distance of 36 feet more or less;

Thence easterly along said north right of way line, a distance of 339 feet more or less;

Thence northerly along said north right of way line, a distance of 9 feet more or less;

Thence easterly along said north right of way line, a distance of 364 feet more or less;

Thence northerly along said north right of way line, a distance of 8 feet more or less;

Thence easterly along said north right of way line, a distance of 236 feet more or less;

Thence southerly along said north right of way line, a distance of 8 feet more or less;

Thence easterly along said north right of way line, a distance of 399 feet more or less;

Thence northerly along said north right of way line, a distance of 46 feet more or less;

Thence easterly along said north right of way line, a distance of 639 feet more or less to the west right of way line of 27th Street;

Thence easterly along said north right of way line, a distance of 93 feet more or less to the east right of way line of 27th Street;

Thence southeasterly, a distance of 515 feet more or less to the intersection of the south right of way line of John Deere Road and the east line of South Moline Township Tax Parcel No. 354-C;

Thence southerly along the east line of South Moline Township Tax Parcel No. 354-C and South Moline Township Tax Parcel No. 354, a distance of 441 feet more or less to the south line of South Moline Township Tax Parcel No. 354;

Thence westerly along said south line, a distance of 318 feet more or less to the east right of way line of 27th Street;

Thence southerly along said east right of way line, a distance of 135 feet more or less;

Thence westerly along said east right of way line, a distance of 17 feet more or less;

Thence southerly along said east right of way line, a distance of 385 feet more or less to the north right of way line of 46th Avenue;

Thence easterly along said north right of way line, a distance of 300 feet more or less to the northerly extension of the east line of South Moline Township Tax Parcel No. 360-1;

Thence southerly along said east line and its northerly extension, a distance of 325 feet more or less to the south line of South Moline Township Tax Parcel No. 360-1;

Thence westerly along said south line, a distance of 300 feet more or less to the east right of way line of 27th Street;

Thence southerly along said east right of way line, a distance of 801 feet more or less to the easterly extension of the north line of Ekhco 5th Addition;

Thence westerly along said north line and its easterly extension, a distance of 1,964 feet more or less to the Point of Beginning.

The above described parcel contains 119.227 acres, more or less excluding the following 3 exceptions.

Exception 1

Lots 1, 2 and 6 of SouthPark Mall Subdivision Second Addition, all of Nellis First Addition, and part of Lot 4 SouthPark Mall Subdivision First Addition, all located in the northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Beginning at the at the southwest corner of Nellis First Addition;

Thence northerly along the east right of way line of 16th Street, a distance of 358 feet more or less;

Thence northerly along said east right of way line, a distance of 209 feet more or less;

Thence northeasterly along said east right of way line, a distance of 83 feet more or less to the south right of way line of John Deere Road;

Thence easterly along said south right of way line, a distance of 640 feet more or less;

Thence northerly along said south right of way line, a distance of 5 feet more or less;

Thence easterly along said south right of way line, a distance of 277 feet more or less;

Thence easterly along said south right of way line, a distance of 503 feet;

Thence southerly, a distance of 315 feet more or less to the easterly projection of the south line of Lots 1 and 2 in SouthPark Mall Subdivision Second Addition;

Thence westerly along said south line and its easterly projection, a distance of 1,259 feet more or less to the southwest corner of said Lot 1;

Thence westerly, a distance of 56 feet more or less to the northeast corner of Nellis First Addition;

Thence southerly along the east line of Nellis First Addition and the east line of Lot 6 in SouthPark Mall Subdivision Second Addition, a distance of 329 feet more or less;

Thence southwesterly along the east line of said Lot 6, a distance of 32 feet more or less;

Thence westerly along the south line of said Lot 6, a distance of 46 feet more or less;

Thence westerly along said south line, a distance of 96 feet more or less to the west line of said Lot 6;

Thence northerly along said west line, a distance of 178 feet more or less to the south line of Nellis First Addition;

Thence westerly along said south line, a distance of 40 feet more or less to the Point of Beginning.

Exception 2

Part of Lot 4 in SouthPark Mall Subdivision First Addition, in the northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Commencing at the northwest corner of Lot 5 in SouthPark Mall Subdivision Second Addition;

Thence northerly, a distance of 250 feet more or less to the Point of Beginning;

Thence northerly, a distance of 210 feet more or less;

Thence easterly, a distance of 155 feet more or less;

Thence southerly, a distance of 210 feet more or less;

Thence westerly, a distance of 153 feet more or less to the Point of Beginning.

Exception 3

All of Lot 5 in SouthPark Mall Subdivision Second Addition in the northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois.

EXHIBIT A

TIF DESCRIPTION SOUTHPARK REDEVELOPMENT PROJECT AREA

Part of the southwest quarter and southeast quarter of Section 9, and part of the northwest quarter and northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows;

Beginning at a point on the north line of Ekhco 5th Addition which is 37 feet more or less west of the northeast corner of Lot 1 in said Ekhco 5th Addition;

Thence northerly, a distance of 287 feet more or less;

Thence westerly, a distance of 333 feet more or less to the intersection of the south right of way line of 47th Avenue and the west right of way line of 16th Street;

Thence northerly along said west right of way line, a distance of 1,201 feet more or less to the north line of Lot 3 in Town & Country Addition;

Thence westerly along said north line and said west right of way line, a distance of 9 feet more or less;

Thence northerly along said west right of way line, a distance of 251 feet more or less;

Thence easterly along said west right of way line, a distance of 3 feet more or less;

Thence northerly along said west right of way line, a distance of 235 feet more or less to the north line of Lot 1 in Town & Country Addition;

Thence westerly along said north line and said west right of way line, a distance of 5 feet more or less;

Thence northerly along said west right of way line, a distance of 100 feet more or less;

Thence northerly along said west right of way line, a distance of 157 feet more or less;

Thence northwesterly along said west right of way line, a distance of 65 feet more or less to the south right of way line of John Deere Road;

Thence northerly, a distance of 239 feet more or less to the north right of way line of John Deere Road;

Thence northeasterly along said north right of way line, a distance of 79 feet more or less to the west right of way line of 16th Street;

Thence easterly, a distance of 157 feet more or less to the intersection of the north right of way line of John Deere Road and the east right of way line of 16th Street;

Thence southeasterly along said north right of way line, a distance of 36 feet more or less;

Thence easterly along said north right of way line, a distance of 339 feet more or less;

Thence northerly along said north right of way line, a distance of 9 feet more or less;

Thence easterly along said north right of way line, a distance of 364 feet more or less;

Thence northerly along said north right of way line, a distance of 8 feet more or less;

Thence easterly along said north right of way line, a distance of 236 feet more or less;

Thence southerly along said north right of way line, a distance of 8 feet more or less;

Thence easterly along said north right of way line, a distance of 399 feet more or less;

Thence northerly along said north right of way line, a distance of 46 feet more or less;

Thence easterly along said north right of way line, a distance of 639 feet more or less to the west right of way line of 27th Street;

Thence easterly along said north right of way line, a distance of 93 feet more or less to the east right of way line of 27th Street;

Thence southeasterly, a distance of 515 feet more or less to the intersection of the south right of way line of John Deere Road and the east line of South Moline Township Tax Parcel No. 354-C;

Thence southerly along the east line of South Moline Township Tax Parcel No. 354-C and South Moline Township Tax Parcel No. 354, a distance of 441 feet more or less to the south line of South Moline Township Tax Parcel No. 354;

Thence westerly along said south line, a distance of 318 feet more or less to the east right of way line of 27th Street;

Thence southerly along said east right of way line, a distance of 135 feet more or less;

Thence westerly along said east right of way line, a distance of 17 feet more or less;

Thence southerly along said east right of way line, a distance of 385 feet more or less to the north right of way line of 46th Avenue;

Thence easterly along said north right of way line, a distance of 300 feet more or less to the northerly extension of the east line of South Moline Township Tax Parcel No. 360-1;

Thence southerly along said east line and its northerly extension, a distance of 325 feet more or less to the south line of South Moline Township Tax Parcel No. 360-1;

Thence westerly along said south line, a distance of 300 feet more or less to the east right of way line of 27th Street;

Thence southerly along said east right of way line, a distance of 801 feet more or less to the easterly extension of the north line of Ekhco 5th Addition;

Thence westerly along said north line and its easterly extension, a distance of 1,964 feet more or less to the Point of Beginning.

The above described parcel contains 119.227 acres, more or less excluding the following 3 exceptions.

Exception 1

Lots 1, 2 and 6 of SouthPark Mall Subdivision Second Addition, all of Nellis First Addition, and part of Lot 4 SouthPark Mall Subdivision First Addition, all located in the northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Beginning at the at the southwest corner of Nellis First Addition;

Thence northerly along the east right of way line of 16th Street, a distance of 358 feet more or less;

Thence northerly along said east right of way line, a distance of 209 feet more or less;

Thence northeasterly along said east right of way line, a distance of 83 feet more or less to the south right of way line of John Deere Road;

Thence easterly along said south right of way line, a distance of 640 feet more or less;

Thence northerly along said south right of way line, a distance of 5 feet more or less;

Thence easterly along said south right of way line, a distance of 277 feet more or less;

Thence easterly along said south right of way line, a distance of 503 feet;

Thence southerly, a distance of 315 feet more or less to the easterly projection of the south line of Lots 1 and 2 in SouthPark Mall Subdivision Second Addition;

Thence westerly along said south line and its easterly projection, a distance of 1,259 feet more or less to the southwest corner of said Lot 1;

Thence westerly, a distance of 56 feet more or less to the northeast corner of Nellis First Addition;

Thence southerly along the east line of Nellis First Addition and the east line of Lot 6 in in SouthPark Mall Subdivision Second Addition, a distance of 329 feet more or less;

Thence southwesterly along the east line of said Lot 6, a distance of 32 feet more or less;

Thence westerly along the south line of said Lot 6, a distance of 46 feet more or less;

Thence westerly along said south line, a distance of 96 feet more or less to the west line of said Lot 6;

Thence northerly along said west line, a distance of 178 feet more or less to the south line of Nellis First Addition;

Thence westerly along said south line, a distance of 40 feet more or less to the Point of Beginning.

Exception 2

Part of Lot 4 in SouthPark Mall Subdivision First Addition, in the northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Commencing at the northwest corner of Lot 5 in SouthPark Mall Subdivision Second Addition;

Thence northerly, a distance of 250 feet more or less to the Point of Beginning;

Thence northerly, a distance of 210 feet more or less;

Thence easterly, a distance of 155 feet more or less;

Thence southerly, a distance of 210 feet more or less;

Thence westerly, a distance of 153 feet more or less to the Point of Beginning.

Exception 3

All of Lot 5 in SouthPark Mall Subdivision Second Addition in the northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois.

Tax Increment Financing Redevelopment Plan & Project

.....
SouthPark Mall
Redevelopment Project Area
.....

Prepared for
City of Moline, Illinois

Prepared by

PGAV PLANNERS

August 23, 2012

CITY OF MOLINE, ILLINOIS

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SECTION I

INTRODUCTION

On February 8, 2011, the Moline City Council passed **Resolution 1026-2011** stating the City's intent to designate a portion of the City as a tax increment finance (TIF) Redevelopment Project Area and to induce development interest within such area (see **Attachment A** in the Appendix). The area being considered for designation as a TIF area generally includes the SouthPark Mall (Mall) and certain bordering properties on the perimeter along 16th Street and 27th Street. The area is referred to herein as the SouthPark Mall Redevelopment Project Area (the "Area"). The boundaries of the Area are as shown on **Exhibit A - Redevelopment Project Area Boundary** contained in the **Appendix** as **Appendix B - Map Exhibits**. Refer also to the **Boundary Description** contained in the **Appendix** as **Attachment C**.

The Area contains approximately 121 acres, including public rights-of-way. There are a total of seven (7) parcels of real property comprising approximately 90 acres, all but one of which have improvements thereon (e.g., buildings, parking areas, etc.). In fact, the building improvements alone (not counting site improvements such as parking areas, access roads, and drive aisles) total approximately 997,000 square feet of enclosed space). The only vacant parcel of approximately 2.5 acres is located across from the Mall on 27th street. Therefore, in terms of total acreage, 97.3% of the Area is improved property. The vacant parcel noted previously was actually improved until the improvements were demolished in about 2010. Today only a driveway and small parking area remain at the western edge of the parcel. It is considered vacant land, as this term is defined by the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et. seq.*, the "Act"). Much of the built environment in this Area suffers from obsolescence, physical deterioration, and excessive vacancy. More than half the buildings in the Area are 35 years old or older.

Not all properties have conditions that would qualify them individually under the definitions contained in the Act. However, the area as a whole meets the eligibility requirements of the Act. The conditions that qualify both improved and vacant land for tax increment financing are documented in Section III of this Plan.

The City may consider the use of tax increment financing, as well as other economic development resources as available, to facilitate private investment within the Area. It is the intent of the City to induce the investment of significant private capital in the Area, which will also induce spillover investment in neighboring areas. A housing impact study need not be performed since there are no residential units within the Area (per Section 11-74.4-3(n)(5) of the Act).

The Act sets forth the requirements and procedures for establishing a Redevelopment Project Area and a Redevelopment Plan. The following sections of this report present the findings of eligibility and the Redevelopment Plan and Project for the Area, as well as other findings, evidence and documentation required by the Act.

SECTION II

STATUTORY BASIS FOR TAX INCREMENT FINANCING AND SUMMARY OF FINDINGS

A. Introduction

Tax increment financing (TIF) is a local funding mechanism created by the "Tax Increment Allocation Redevelopment Act" (the "Act"). The Act is found at 65 ILCS 5/11-74.4-1 *et. seq.*

As used, herein, the term **Redevelopment Project** means any public and private development project in furtherance of the objectives of a Redevelopment Plan. The term **Redevelopment Project Area** means an area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions that cause the area to be classified as an industrial park conservation area, a blighted area or a conservation area, or a combination of both blighted areas and conservation areas. **Redevelopment Plan** means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the Redevelopment Project Area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area.

The concept behind the tax increment law is straightforward and allows a municipality to carry out redevelopment activities on a local basis. Redevelopment that occurs in a designated Redevelopment Project Area results in an increase in the equalized assessed valuation (EAV) of the property and, thus, generates increased real property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy, construction of public infrastructure, and other redevelopment project costs as permitted by the Act.

The Illinois General Assembly made various findings in adopting the Act; among them were:

1. That there exists in many municipalities within the State blighted, conservation and industrial park conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest and welfare.

These findings were made on the basis that the presence of blight, or conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers is proper and in the public interest, the Act specifies certain requirements that must be met before a municipality can proceed with implementing a Redevelopment Plan. One of these requirements is that the municipality must demonstrate that a Redevelopment Project Area qualifies under the provisions of the Act. With the definitions set forth in the Act, a Redevelopment Project Area may qualify either as a blighted area, a conservation area, or a combination of both blighted area and conservation area, or an industrial park conservation area.

B. Summary of Findings

The following findings and evidentiary documentation is made with respect to the proposed Redevelopment Project Area:

1. The Area as a whole meets the statutory requirements as a *conservation area*. Furthermore, the factors necessary to make these findings exist to a meaningful extent and are distributed throughout the Area.
2. The Area exceeds the statutory minimum size of 1-1/2 acres.
3. The Area contains contiguous parcels of real property.
4. If this Plan is adopted and implemented by the City, it is reasonable to say that all properties included in the Area would benefit substantially from being included in the Area.
5. The Redevelopment Project Area, as a whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to occur without public assistance. Further evidence of this is presented in Section III and throughout this document.

SECTION III

BASIS FOR ELIGIBILITY OF THE AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, or combination thereof, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act.

This Section documents the relevant statutory requirements and how the subject area meets the eligibility criteria.

B. Statutory Qualifications

The Act defines the factors that must be present in order for an area to qualify for TIF. The following provides the statutory definitions of the qualifying factors relating to a blighted area and a conservation area:

1. Eligibility of a Blighted Area

The Act states that a "...**blighted area**" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:" *[Emphasis with bold text added.]*

- a. **"If improved**, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:" *[Emphasis with bold and underlined text added.]*

- (1) "Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed." *[Emphasis with underlined text added.]*

- (2) “Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use. *[Emphasis with underlined text added.]*”
- (3) “Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.” *[Emphasis with underlined text added.]*”
- (4) “Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.” *[Emphasis with underlined text added.]*”
- (5) “Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.” *[Emphasis with underlined text added.]*”
- (6) “Excessive vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.” *[Emphasis with underlined text added.]*”
- (7) “Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.” *[Emphasis with underlined text added.]*”
- (8) “Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii)

lacking within the redevelopment project area.” *[Emphasis with underlined text added.]*

- (9) “Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.” *[Emphasis with underlined text added.]*
- (10) “Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.” *[Emphasis with underlined text added.]*
- (11) “Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.” *[Emphasis with underlined text added.]*
- (12) “Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.” *[Emphasis with underlined text added.]*

- (13) “The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.” *[Emphasis with underlined text added.]*
- b. **“If vacant,** the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:” *[Emphasis with bold text added.]*
- (1) “Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way, or that omitted easements for public utilities.”
- (2) “Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.”
- (3) “Tax and special assessment delinquencies exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.”
- (4) “Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.”
- (5) “The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.”

- (6) “The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.”
- c. **If vacant**, the sound growth of the redevelopment project area is impaired by one of the following factors that (i) is present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:
- (1) The area consists of one or more unused quarries, mines, or strip mine ponds.
 - (2) The area consists of unused rail yards, rail tracks, or railroad rights-of-way.
 - (3) The area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area, as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.
 - (4) The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.
 - (5) Prior to the effective date of this amendatory Act of the 91st General Assembly, the area is not less than 50, nor more than 100 acres, and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within five (5) years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (a) of this subsection, the area has been designated as a town or Village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.
 - (6) The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

2. Eligibility of a Conservation Area

The Act further states that a “... “conservation area” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which **50% or more of the structures in the area have an age of 35 years or more**. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the [13 factors applicable to the improved area] is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area.” *[Emphasis with bold and underlined text added. Bracketed text replaces “following factors” from the Act.]*

C. Investigation and Analysis of Blighting Factors

In determining whether or not the Area meets the eligibility requirements of the Act, research and field surveys were conducted by way of:

- Contacts with City of Moline officials knowledgeable of Area conditions and history.
- On-site field examination of conditions within the Area by experienced staff of PGAV along with the City’s building inspector. PGAV personnel are trained in techniques and procedures of documenting conditions of real property, streets, etc. and in determining eligibility of designated areas for tax increment financing.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective January 10, 1977.
- Examination of Rock Island County real property tax assessment records and mapping data.

To ensure that the exercise of these powers is proper and in the public interest, the Act specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these is that the municipality must demonstrate that the Area qualifies. An analysis of the physical conditions and presence of blighting factors relating to the Area was commissioned by the City. The result and documentation of this effort are summarized below.

D. Analysis of Conditions in the Area

PGAV staff conducted field investigations to document existing conditions in the Area on April 4, 2012. One of the outcomes of this survey was an inventory of existing land uses in the Area, which are illustrated on **Exhibit B-1 - Existing Land Use** contained in the **Appendix as Attachment B - Map Exhibits**.

The following pages in this section of the Redevelopment Plan provide a summary of the conditions that existed in the Area at the time of a field review of all properties and buildings in the Area on the date noted above by senior members of the PGAV PLANNERS staff. During this field visit all properties were reviewed via exterior observation. In the case of the Mall, access was provided to the PGAV staff to all public areas, support areas, and the roof by Mall personnel. Various examples of current conditions were photographed resulting in more than 150 photos being taken with 110 of those being archived. The photos in **Attachment D** to this Redevelopment Plan provide a representative sample of the various conditions observed during this field review and a representative sample of the 110 archived photos. In making the determination of eligibility, it is not required that each and every property or building in the Area be blighted or otherwise qualify. Rather, it is the Area as a whole that must be determined to be eligible.

1. Findings on Improved Area

- a. Summary of Findings on Age of Structures: Age is a prerequisite factor in determining a Redevelopment Project Area's qualification as a "conservation area". As is clearly set forth in the Act, 50% or more of the structures in the Redevelopment Project Area must have an age of 35 years or greater in order to meet this criteria. As shown on **Exhibit B-2, Buildings and Year of Building Construction**, contained in the **Appendix as Attachment B - Map Exhibits**, the Area contains 13 buildings of which 7 (54%) are 35 years of age or older. The year the building was constructed was derived from Rock Island County Assessor records and the building count was derived based on permitting records associated with the Assessor data as follows:

- Built according to typical mall construction standards. Each of the five (5) department stores is a complete building constructed in 1973, or in the case of the JC Penney store, in 1978, or the Sears store, in 1990. The original mall area connecting the three (3) original department stores is counted as a single structure and was also constructed in 1973.

The portions of the mall constructed later (in 1978 connecting the JC Penney store and in 1990 connecting the Sears store) are counted as separate buildings.

- An additional separate building was added on the north side of the Younker's store in 1990.
- Three of the four buildings constructed on bordering parcels were constructed in 1977 or earlier.

Thus, more than 50% of the buildings exceed 35 years of age and, therefore, the age threshold is met for qualifying the Area as a conservation area.

- b. Summary of Findings on Deterioration: Deteriorating conditions were recorded on all of the 13 buildings in the Area. The field survey of the Area of exterior building conditions (and exterior and interior conditions in the case of the Mall) found structures with an array of defects in both interior and exterior building components. **Attachment D** in the **Appendix** provides photos of examples of the conditions found in the various buildings and properties. These photos were selected from the archive of 110 photos taken of the Mall, adjacent buildings, and various other properties and site improvements within the Area to be representative of the conditions. These examples include secondary structural components, including windows, doors, gutters, downspouts, masonry and other fascia materials, etc. These deteriorated building conditions were observed on buildings throughout the Area.

In the case of the Mall, which comprises 9 of the 13 buildings and approximately 974,000 square feet or 97.6% of the total gross building space in the Area, interior and exterior examples of deterioration are extensive and spread through the Mall buildings particularly in the buildings that connect the five (5) department stores. These conditions include:

- Significant deterioration of the roof over the mall space which is equal to about 42% of the total gross roof area of the mall space and the department stores combined. The Mall owner commissioned a roof evaluation by Davis Harris & Associates that was completed with a report submitted to the owner in May of 2012. This evaluation divided the roof of the Mall and the department stores into 31 sectors. It was determined that eight of these sectors comprising approximately 146,000 square feet will need total replacement. This is equal to approximately 35% of the total gross roof area of the mall space. In addition, the estimated cost of replacement for these roof areas is \$1,550,000.
- The roof deterioration has created water infiltration that has damaged ceilings and wall areas.
- Parapet wall pre-cast concrete fascia panels are shifting, spalling, and separating from the building face and, in some cases, are held together with steel straps and bolts to keep them from falling.
- Aged roof-mounted air conditioning units are failing. In some cases, these units have failed and been left in place but have had to be covered with tarps to prevent water from entering the buildings and the duct work.
- Structure settlement has created significant step cracking in exterior and interior walls and in one observed instance is in danger of separating from the wall at an upper corner.

- The mall area between the department stores has numerous instances of extensive cracking in the marble flooring.
- The entry canopy fabric on the north mall entrance has holes, is tearing, and prior repairs are failing.

Deteriorated building conditions are indicative of deferred maintenance and a lack of investment. The extent to which a structure and the associated site improvements are deteriorated is a measure of the property's stability and market value for its current use or potential reuse.

Deteriorated site improvements, which include parking lots, access drives and bridges, driveways, sidewalks, signs, light poles/fixtures and fences, are also found on all of the 7 improved parcels in the Area. Instances of note include:

- The vast parking areas surrounding the Mall are nearly all in deteriorated condition with significant pavement cracking, potholes, and fading pavement markings. A recent (May 2012) pavement report prepared for the Mall owner by Zimmer Consultants found 59% of the parking area pavement to be in poor to very poor or failed condition. An example shown in **Attachment D** indicates an extensive parking area in the southeast corner of the lot that is barricaded from the access drive due to its poor condition.
- Parking lot lighting fixtures are also in poor condition. The luminaires have clouded badly reducing the lighting output, some of them are leaning, and the light standards are in various stages of corrosion. Lighting fixtures both within and outside the Mall are old and inefficient. A recent lighting evaluation report conducted for the Mall owner (in April of 2012) indicates a total of 2,312 interior lighting fixtures and 302 exterior fixtures and recommends complete replacement of all fixtures.
- As noted previously, all Area properties demonstrate instances of deteriorated parking areas, sidewalks, curbing, and driveways. However, again, the sheer size of the Mall property magnifies these conditions. The examples in **Attachment D** show the types of deterioration that are prevalent. In addition, the Mall represents a unique situation in that all of its access points from surrounding streets are via bridges over the drainage channels that border the east and west sides of the property. There are five bridges that provide this access, and four of the five are failing (one was recently replaced). This is evident by the sinking pavement at the connecting points, severely deteriorated islands, and damaged guardrails. Engineering studies conducted for the Mall owner in 2011 have shown that these bridges need complete replacement.

- The four bordering buildings that are included in the Area have been vacant for extended periods of time and, as noted previously, are all showing signs of deterioration that is the result of disuse.
 - The two outparcel uses on the northeast corner of the Mall property where the building improvements were demolished, but floor pavement and parking pavement remain, represent “scars on the landscape” and contain debris.
- c. Summary of Findings on Obsolescence: An obsolete building or improvement that have become ill-suited for their original use. Thus, obsolescence is the condition or process of falling into disuse. In this instance, the initial discussion of this condition must be in the context of the current state of regional malls in general, and then the specifics related to SouthPark Mall.

Regional malls throughout the U.S. are suffering from obsolescence that relates to changes in retailing, consumer shopping patterns, and changing demographics within metropolitan area. In general, most U.S. metro areas have an excess of retail space compared to their growth rates, establishment of new housing units, and growth in household income. Prior to the recession that began in 2007; national and regional retailers were building and opening new stores at a rapid pace. However, in many instances the new stores were simply shifting the money around, i.e. the new stores were simply grabbing market share from existing retailers because population growth was not keeping pace with demand for retail goods. At the same time, the retailers that were expanding were not seeking mall locations but were building freestanding stores or locating in strip centers where lease costs and common area maintenance (CAM) charge are typically lower. At the same time, online retailing was growing and continues to grow. The impacts of the recession hampered household income particularly in metro areas with high unemployment. Further negative impact has been felt wherein some typical mall retailers (such as Sears, some of the national jewelers, and others) have suffered and are closing stores, or have disappeared altogether. As mall owners began losing tenants (and therefore property income) deferred maintenance grew.

This combination of events has meant that within any metro area that in the past might have had market demand to support retail space for more than one regional mall, today can support less. The overall result is that, in some metro areas with more than one regional mall, at least one has become obsolete just by virtue of its size, without consideration for other factors such as socio-economic changes within an area. It should be noted that this scenario has been well documented by various commercial real estate publications including those catering to the shopping center industry. Even mainstream news and business publications have documented these trends. As an example, a recent article (March 12, 2012) in *Crain's Chicago Business*, entitled “Middle of nowhere” discusses this situation in the Chicago metro area.

In the case of SouthPark Mall the scenarios discussed above that point to obsolescence are evident in nearly every respect. First of all, it is clear that the Mall is, in all likelihood, too big for the market. Data gathered by PGAV from ESRI via a “Business Analyst” report shows that between 2000 and 2010, population of the entire Metropolitan Statistical Area (MSA) population grew at an annual rate of only 0.1% or about 1% over the 10-year period. Data published by the Quad City Times in 2009 showed that of the principal cities in the MSA, Davenport’s growth outpaced all others by a significant margin. Within the MSA, households grew by 0.36% annually or a total of about 3.6% over the 10-year period, and housing units grew by 0.53% annually or a 10-year total of about 5.4%. Again Davenport bested all others on these factors as well. This demographic data helps to explain why the occupancy of North Park Mall in Davenport remains relatively high. On April 5, 2012, PGAV staff visited SouthPark Mall’s sister facility in Davenport and on all comparison levels (vacancy, tenant quality, building and site improvement conditions, etc.) this facility appeared reasonably healthy.

Other evidence of obsolescence of any commercial building (but especially a regional mall) is typically displayed in terms of the vacancy rate and quality of the tenants. All of the anchor department stores at SouthPark Mall are presently occupied with the original tenants. However the connecting mall space currently has 20% by unit count and 13% by square footage of its space completely vacant. A facility of this type would be considered healthy with a vacancy rate between 5% and 7%. Another 25.6% of the connecting mall space by unit count and 16.1% by square footage is comprised of what are termed “specialty leases”. These are short term leases, usually at lower rent, and usually involving non-traditional mall tenants, some of which do not generate sales tax revenues. A number of examples of these types of tenants are shown in **Attachment D**. In essence, this is space that can’t be leased to the types of tenants a shopper would find at a regional mall, or which would attract shoppers to the location, and thus this space would be vacant if not for the “deal” that is being made with the tenant. This situation often makes the financial viability of the property even more tenuous since existing tenants begin to demand lower lease rates and reduced CAM charges. Therefore, it becomes harder for the owner to cover the maintenance cost of the property and deferred maintenance continues to grow. Also of note is the fact that 4.4% of the existing space in the connecting mall by unit count and 4.6% by square footage is still occupied but the tenant is on a month-to-month lease basis with the previous lease having expired. Taken as a whole, this data demonstrates obsolescence in that 50.7% of the space by unit count and 33.8% by square footage is “at risk” in one of the categories described above. Lastly, it should be noted that one of the department store spaces is that occupied by Sears. This space of almost 106,000 square feet will be subject to the fate of Sears’ ability to reinvent itself as a retailer. Sears has already closed or has indicated intention to close more than 100 of its locations and recent published infor-

mation has indicated larger varying numbers. While the Mall owner has had no notice of the closure of this store, if this were to occur, a large space of this nature will be nearly impossible to fill.

In summary, the field review evidence, changing demographics and retailing conditions in the Quad Cities MSA, lack of investment in the Mall property and its excessive size has caused the Mall to become obsolete. Given these existing factors and the condition of the property, any scenario that halts the decline of this property will be very difficult and expensive to implement.

It should also be noted that the Area contains 4 other buildings that are on the perimeter of the Mall. The three buildings on the east along 27th street are vacant. These buildings have now become obsolete as well and their vacancy may, at least in part, be the result of the decline of the Mall. Each of these buildings, and a vacant bank building on 16th Street, were clearly designed and positioned on their respective sites for unique purposes. Their extended vacancy is also indicative of obsolescence.

- d. Summary of Findings Regarding Excessive Vacancies: Excessive vacancies were documented in 7 of the 13 buildings in the Area. The discussion above under Obsolescence documents the vacancy conditions. As noted previously, the 4 buildings on the perimeter of the building are completely vacant and have been so for an extended period of time. The vacancy of the connecting mall space at the Mall is excessive by retail development standards and when temporary (“specialty”) leases, expired leases, and the potential for the closure of Sears are accounted for, there is potential for vacancy rates to more than double the current rate at any time.

Exhibit C, Building Vacancies contained in the **Appendix as Attachment B – Map Exhibits**, shows the buildings that are fully and partially vacant. A walk through the mall and drive by the perimeter properties in the Area clearly indicate a distressed situation. In addition to the lost tax revenue this condition represents, vacant commercial buildings at highly visible locations and significant, widely-distributed vacancies with a regional mall create an image of economic distress that impedes reinvestment and discourages new occupancy.

- e. Summary of Findings Regarding Excessive Land Coverage and Overcrowding of Structures and Community Facilities: Only one of the perimeter properties on 27th Street truly represents a situation wherein the building and associated parking area covers nearly the entire site with little area devoted to landscaping. This property represents such a small percentage of the Area as to make this factor insignificant in terms of this eligibility analysis. However, it should be noted that by modern development standards the Mall is virtually a sea of buildings and asphalt with comparatively little green space to soften the atmosphere. Modern design of such facilities would pay much greater attention to these aspects of site design.

- f. Summary of Findings Regarding Declining or Lagging Rate of Growth of Total Equalized Assessed Valuation: This factor is applicable to vacant areas as well as improved areas. The total equalized assessed valuation (EAV) for the Area has not kept pace with the balance of the City for five (5) of the last five (5) calendar years. A comparison of EAV for the Area and the balance of the City is shown as **Exhibit D, Comparison of EAV Growth Rates (2006-2011)** below.

As clearly demonstrated in **Exhibit D**, the Area has consistently lagged behind the City in EAV growth over the last five years by a significant difference in each period. What had been increases in EAV (albeit small and still behind City increases) in the Area from 2006 to 2008 changed to a significant decline of 5.7% from 2008 to 2009. This decline accelerated by more than double from 2009-2010 or a decrease of nearly 13%. This is certainly the mark of an area in decline and more importantly suggests an accelerating condition that is common to a struggling commercial property.

Exhibit D

COMPARISON OF EAV GROWTH RATES (2006 - 2011)

SouthPark Mall Redevelopment Project Area
 City of Moline, Illinois

Assessment Year	EAV		Area Growth Rate Less Than Balance of City?
	Project Area ¹	Balance of City ²	
2006	\$ 22,163,921	\$ 756,812,338	
2007	\$ 22,418,131	\$ 822,605,245	
Annual Percent Change	1.1%	8.7%	YES
2008	\$ 22,679,750	\$ 846,364,911	
Annual Percent Change	1.2%	2.9%	YES
2009	\$ 21,379,213	\$ 860,220,571	
Annual Percent Change	-5.7%	1.6%	YES
2010	\$ 18,693,293	\$ 867,856,598	
Annual Percent Change	-12.6%	0.9%	YES
2011	\$ 18,693,293	\$ 871,585,173	
Annual Percent Change	0.0%	0.4%	YES

¹ Equalized Assessed Valuation (EAV) for the Project Area. Source: Rock Island County & Milan Township property assessment data.

² Total EAV for the City less the EAV for the Project Area.

2. Findings on Vacant Land

There is one vacant parcel of real property which is insignificant in context of the 7 total parcels within the Area considering the size of the predominant parcels that comprise the Mall and the extent of improvements that exist on the all other parcels. This parcel is located along the eastern edge of the Area at 4553 27th Street (Parcel NO. 1716200009). Nonetheless, the following narrative summarizes the qualifying factors present that apply to vacant land, as contained in the definition of “blighted area” in the Act.

- a. Summary of Findings on Blighted Improved Area Immediately Prior to Becoming Vacant: This property appears to have an evolution of uses that may have begun as a gas station, was a used car lot, and most recently appears to have been a truck parking area. Google Earth and Bing Maps ground level photography from November of 2008 indicates the existence of three dilapidated buildings on the site along with highly deteriorated site improvements (primarily lighting standards and paving) with some trash and debris scattered around the site. PGAV field review of the Area in April of 2012 revealed that the blighted buildings have been removed and thus the property is now vacant. This parcel is of a very developable configuration and size and yet has had no improvement or investment, nor has there been significant investment in adjacent parcels. The desirability of this parcel may be negatively impacted by the decline of the Mall and nearby vacant buildings on 27th Street.
- b. Summary of Findings on Declining or Sub-Par EAV Growth: This factor is applicable to vacant land as well as improved land. The total equalized assessed valuation (EAV) for the Area has not kept pace with the balance of the City for all five (5) of the last five (5) calendar years. A comparison of EAV for the Area and the balance of the City are shown in **Exhibit D, Comparison of EAV Growth Rates (2006-2011)** on the previous page.

E. Summary of Eligibility Factors for the Area

The study found that the Area contains conditions that qualify it as a **conservation area**. The proportion of buildings that are 35 years old or older is 54%, which exceeds the statutory threshold of 50% (prerequisite for a “conservation area”). The developed (improved) portion of the Area contains a relatively high incidence of at least three qualifying factors, which causes the improved land to qualify as a conservation area. Qualifying factors are present to a meaningful extent and are distributed throughout the Area. This is supported by the preceding discussions in this Section of the Redevelopment Plan and further supported by photos of the Mall buildings and properties and the other buildings and properties located in the Area that can be found in **Attachment D** in the **Appendix**.

The following summarizes the existence of the most predominant blighting/conservation factors existing within the Area:

- **Age** - 54% of the buildings are over 35 years of age, thus exceeding the threshold for being considered a “conservation area.”
- **Deterioration** - 62% of the buildings and 86% of parcels with site improvements exhibit signs of deterioration as defined in the Act.
- **Obsolescence** - The level of vacancy and short term leases at the Mall are evidence of its obsolescence. The market rejection of significant portions of the connecting mall space is a recognized real estate measurement of obsolescence. As is the case with many regional malls around the U.S., the metropolitan market became overbuilt with retail development. This factor coupled with the changing trends in retailing relative to store sizes, locations, and the internet have made many properties such as SouthPark Mall to be too big. The vacant perimeter buildings in the Area represent similar indicators of obsolescence and an indicator that the struggling Mall will bring other adjoining properties down as well unless steps are taken to reinvent and reposition the Mall.
- **Excessive Vacancies** - Over 13% of the building space in the Mall is completely vacant and another 21% is occupied by second or third tier tenants on temporary (“specialty”) leases to or by tenants whose leases have expired and are on a month-to-month basis. Therefore, a total of 33.8% of the mall space is either entirely vacant or is occupied by non-traditional mall tenants or under non-traditional lease terms. The space in these latter two categories is “at risk” of becoming vacant at nearly any time. The 4 perimeter buildings in the Area are completely vacant.
- **Declining EAV** - The conditions summarized above help explain, in part, why the growth in the Area’s equalized assessed valuation has failed to keep pace with balance of the City for five (5) of the last five (5) years. In fact, the Area has declined in EAV, from 2006 to 2011, by nearly \$3.5 million. This factor applies to both improved and vacant land.

The study found that the Redevelopment Project Area contains conditions that qualify it as a conservation area, as this term is defined in the Act, and that these parcels will continue to exhibit blighted conditions or conditions that will likely lead to blight without a program of intervention to induce private and public investment in the Area. These findings were made considering the numerous qualifying factors that are present to a meaningful extent and distributed throughout the Area. The qualifying conditions that exist in the Redevelopment Project Area are detrimental to the Area as a whole and the long-term interests of the taxing districts. The various projects contemplated in this tax increment program will serve to reduce or eliminate the deficiencies that qualify the Area under the Act and enhance the tax base of all overlapping taxing authorities.

Therefore, it is concluded that public intervention is necessary because of the conditions documented herein and the lack of private investment in the Area. The City Council should review this analysis and, if satisfied with the findings contained herein, proceed with the adoption of these findings in conjunction with the adoption of the Redevelopment Plan and establishment of the Redevelopment Project Area.

SECTION IV

REDEVELOPMENT PLAN

A. Introduction

This section presents the Redevelopment Plan and Project for the SouthPark Mall Redevelopment Project Area. Pursuant to the Tax Increment Allocation Redevelopment Act, when the finding is made that an area qualifies as either a conservation, blighted, combination of conservation and blighted areas, or industrial park conservation area, a Redevelopment Plan must be prepared. A **Redevelopment Plan** is defined in the Act as "the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the Redevelopment Project Area as a 'blighted area' or 'conservation area' or combination thereof or 'industrial park conservation area', and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area".

B. General Land Uses to Apply

The proposed general land uses to apply to the Area is presented on **Exhibit E**, entitled **General Land Use Plan** contained in the **Appendix as Attachment B – Map Exhibits**. The General Land Use Plan proposes that the Area remain in commercial use. However, the type of commercial uses will vary and will, in all likelihood, be a mix of uses that will include retail, office, and service uses. At the present time, the Mall owners are developing concepts for rehabilitation of the Mall and the undeveloped land areas under their ownership. While PGAV has not conducted a market analysis in conjunction with this Redevelopment Plan, it is apparent based on national trends and the Quad Cities demographic trends discussed previously, that adding significant levels of retail space to the Area are probably not feasible. In fact, in some instances elsewhere in the U.S., enclosed regional malls such as this have been converted to open-air facilities in order to reduce the amount of retail space and to "re-invent" the property. Given the location of the Area, there may be opportunities for additional hotel and office development to occur. In addition, market conditions may ultimately dictate that certain limited instances of residential development or business park-type uses may be appropriate.

It should be noted that the commercial land use designation for the Area is in keeping with the City's Comprehensive Plan adopted November 13, 2001. The Comprehensive Plan divides the City into various planning districts. SouthPark Mall is part of the Rock Valley Planning District. The Future Land Use for this part of the City is depicted in map form in Chapter 10 of the Comprehensive Plan and shows commercial land uses for all properties within the Area. On page 10-54 of the Comprehensive Plan the Mall and surrounding area is discussed as follows:

In general, the intersection of 16th Street and John Deere Road acts as the center of this District. Unfortunately, development along the street south of this intersection has become dated, providing a marginal entry into one of the city's most important retail centers, SouthPark Mall. Immediate attention needs to be given to the streetscape of this area, as well as significant upgrades to the parking areas and building facades of adjoining properties. Likewise, the mall's back door, 27th Street, needs similar improvements in order to enhance the competitiveness and vitality of the mall and surround retail and office development.

Certainly, this commentary is reflected by some of the building conditions noted on perimeter properties in the Eligibility Analysis section of this Redevelopment Plan. Since the Comprehensive Plan was written, some of the structures on the Mall property at the northwest corner of 27th Street have been demolished and several of the structures along east side of 27th Street are now vacant. This clearly indicates the decline of the Area and further reinforces the concerns noted in the Comprehensive Plan.

An important goal of a TIF Redevelopment Plan is the promotion of an increasing and stable tax base, as well as the elimination of the blighting influences that caused an area to qualify in the first place. Repositioning and/or redevelopment a regional mall of the size of SouthPark is a major undertaking, both physically and financially. During the course of the Mall owner's evaluation of redevelopment alternatives, it will be important to consider other uses that may make "market sense". It is the intent of this Redevelopment Plan to make note of the fact that many potential land use scenarios may ultimately be appropriate for the Area. Some of those scenarios may involve introduction of residential or business park type uses to the Area, particularly along the 27th Street corridor. As such "commercial" land use as indicated on **Exhibit E, General Land Use Plan** contained in the **Appendix at Attachment B - Map Exhibits**, should be taken to include limited instances of these additional uses over the term in which this Redevelopment Plan may be in effect. If the evolution of redevelopment and/or rehabilitation of the Mall and encompassing Area ultimately include these other uses, it may be necessary for the City to amend the Comprehensive Plan to reflect the changes in market conditions affecting the Area.

While property owners or developer plans for the Mall and other properties within the Area are not known at this time, it is assumed that property assembly, selective building demolition and redevelopment will take place along with building rehabilitation. It is the objective of this Plan that redevelopment activity is accomplished in a well-planned manner to mitigate potential land use incompatibilities and make the most efficient use of public resources. Furthermore, all redevelopment projects shall be subject to the provisions of the City's ordinances and other applicable codes as may be in existence and may be amended from time-to-time.

C. Objectives

The objectives of the Redevelopment Plan are:

1. Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan.
2. Prevent the recurrence of blighting conditions.
3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified herein.
4. Encourage and assist private investment, redevelopment and rehabilitation within the Area through the provision of financial assistance for redevelopment and rehabilitation as permitted by the Act.
5. Improve the overall environment of the Area including public safety and streetscapes as to encourage new investment, wherever possible, in a manner that is compatible with surrounding land uses.
6. Provide for safe and efficient traffic circulation within the Area.
7. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

D. Program Policies to Accomplish Objectives

The City has determined that it is appropriate to provide limited financial incentives for private investment within the Area. It has been determined, through redevelopment strategies previously utilized by the City and communications between the Mall owners and the City, that tax increment financing constitutes a key component of leveraging private investment within the Area. The City will incorporate appropriate provisions in any redevelopment agreement between the City and private investors to assure that redevelopment projects achieve the objectives stated herein and accomplish the various redevelopment projects described below.

E. Redevelopment Projects

To achieve the Plan objectives and the overall project proposed in the Plan, a number of public and private activities will need to be undertaken, including a combination of private developments and public investment in infrastructure improvements. Improvements and activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

- a. *Rehabilitation of existing properties.* As noted in the City's Comprehensive Plan, the Area and the surrounding properties represent a critical economic asset to the City. Renovation and/or reinvention of the Mall will be the principal component of redevelopment activities. This activity will serve to underpin and stabilize the overall economic and physical health of the Area and the Rock Valley Planning District. Rehabilitation of existing properties may include adaptive reuse of existing vacant buildings, wherein buildings are renovated to accommodate a use other than what was originally located in the building.
- b. *Construction of private buildings as part of redevelopment projects within the Area.* In some cases, redevelopment might require demolition of buildings in the event that renovation is not feasible or to assemble property for redevelopment.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment. These may include, but are not limited to, the following activities:

- a. *New access to John Deere Road.* The Mall owner has indicated that a new and more direct access to John Deere Road is critical to revitalization strategy for the property. The owner and the City are working with IDOT to determine if this is possible and, if so, this Plan specifically calls for TIF support to such a project that is necessary for and of direct benefit to the redevelopment project, even if the new access drive goes through property located outside of the redevelopment project area boundaries.
- b. *Streetscape improvements.* The Comprehensive Plan calls for streetscape enhancement along the 16th and 27th Street corridors. Repair and reconstruction of streets, bridges, replacement and new sidewalks, construction of new curb and gutters, and addressing other needs relative to existing improvements are proposed to help induce private investment.
- c. *Land assembly and site preparation.* In order to facilitate redevelopment it may be necessary for the City to assemble land or to assist in redevelopment by underwriting the cost of land assembly. Similarly, City participation in demolition of structures and other steps to prepare sites for development may be required in order to induce private investment.
- d. *Marketing of properties and promoting development opportunities.* The City will help to promote the opportunities available for investment in the Area.

- e. *Building Renovation Program.* As is noted in the documentation of conditions in the Area, there is considerable need for improvement of the Mall and other existing buildings in the Area. To that end, the City may financially assist in the private renovation of buildings.
- f. *Other programs of financial assistance, as may be provided by the City.* The Act defines eligible redevelopment project costs that are summarized in **Section F**. The City's involvement with revitalization and redevelopment activities may include all those authorized by the Act, as needed.

3. Land Assembly, Displacement Certificate & Relocation Assistance:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary to attract private development interest. Therefore, property located within the Area may be acquired by the City, as necessary, to assemble various parcels of land to achieve marketable tracts or to implement a specific public or private redevelopment project. Since there are no housing units within the Area, no displacement of inhabited housing units will be involved with this Redevelopment Plan.

F. Estimated Redevelopment Project Costs

The estimated costs associated with the eligible public redevelopment activities are presented in **Exhibit F**, on the following page, entitled **Estimated Redevelopment Project Costs**. This estimate includes reasonable or necessary costs incurred, or estimated to be incurred, in the implementation of this Redevelopment Plan. These estimated costs are subject to refinement as specific plans and designs are finalized and experience is gained in implementing this Redevelopment Plan and do not include financing costs or interest payments that may be incurred in conjunction with redevelopment projects.

In addition to the proposed TIF funding, the City may seek the assistance of various State of Illinois Departments (Department of Transportation, Department of Commerce and Economic Opportunity, etc.), or appropriate agencies of the Federal Government to assist in funding site preparation, infrastructure, or other required projects or improvements. To the extent additional funds can be secured from the State of Illinois, or any Federal program or other public or private sources, the City may use such funding sources in furtherance of the Redevelopment Plan and Project.

Exhibit F
ESTIMATED REDEVELOPMENT PROJECT COSTS
 SouthPark Mall Redevelopment Project Area
 City of Moline, Illinois

Description	Estimated Cost
A. Public Works or Improvements <i>(Improvement of streets, curb and gutters, utilities and other public improvements)</i>	\$4,500,000
B. Property Assembly <i>(Acquisition of land, building demolition and site preparation)</i>	\$8,000,000
C. Building Rehabilitation	\$10,000,000
D. Relocation	\$200,000
E. Taxing District Capital Costs	\$100,000
F. Job Training	\$100,000
G. School District Increased Costs <i>(Pursuant to paragraph (7.5) of subsection (q) of Section 11-74.4-3 of the TIF Act)</i>	\$1,000,000
H. Interest Costs Incurred by Developers	\$3,000,000
I. Planning, Legal and Professional Services	\$800,000
J. General Administration	\$300,000
K. Financing Costs	See Note 3
L. Contingency	\$1,000,000
Total Estimated Costs	\$29,000,000

Notes:

1. All costs shown are in 2012 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

G. Description of Redevelopment Project Costs

Costs that may be incurred by the City in implementing the Redevelopment Plan may include project costs and expenses as itemized in **Exhibit F**, subject to the definition of “redevelopment project cost” as contained in the Act, and any other costs that are eligible under said definition included in the “Contingency” line item. Itemized below is the statutory listing of “redevelopment project costs” currently permitted by the Act [bold typeface added for emphasis]. Note that some of the following narrative has been paraphrased (see full definitions in the Act).

1. **Costs of studies, surveys, development of plans and specifications, wetland mitigation plans, implementation and administration** of the Redevelopment Plan, including but not limited to staff and professional service costs for architectural, engineering, legal, environmental, financial, planning or other services, subject to certain limitations:
 - a. There are limitations on contracts for certain professional services with respect to term, services, etc.
 - b. Annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a Redevelopment Plan.
 - c. Marketing costs are allowable if related to marketing sites within the Redevelopment Project Area to prospective businesses, developers and investors.
2. **Property assembly costs**, including but not limited to acquisition of land and other property, real or personal or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.
3. **Costs of rehabilitation**, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the cost of replacing an existing public building if, pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.
4. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 of the Act unless either

- a. the construction of the new municipal building implements a redevelopment project that was included in a Redevelopment Plan that was adopted by the municipality prior to November 1, 1999; or
 - b. the municipality makes a reasonable determination in the Redevelopment Plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the Redevelopment Plan.
5. **Cost of job training and retraining projects** implemented by businesses located within the Redevelopment Project Area.
 6. **Financing costs**, including but not limited to, all necessary and incidental expenses **related to the issuance of obligations** (see definition of “obligations” in the Act), and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter, and including reasonable reserves related thereto.
 7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs** resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and project.
 - a. For Redevelopment Project Areas designated (or Redevelopment Project Areas amended to add or increase the number of tax-increment-financing assisted housing units), an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the Redevelopment Project Area for which the developer or redeveloper receives financial assistance through and agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvement projects within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, shall be paid by the municipality from the Special Tax Allocation Fund under certain conditions. For specific conditions and formulae used to determine payments due to a school district, see Subsection 11-74.4-3 (q) (7.5) of the Act.
 8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or it is required to make payment of relocation costs by Federal or State law or in order to satisfy Subsection 11-74.4-3 (n) (7) of the Act (re: federal Uniform Relocation Assistance and Real Property Acquisition Policies Act requirements).
 9. **Payments in lieu of taxes** (not common; see definition in Act).

10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, **incurred by one or more taxing districts**, provided that such costs:
- a. are related to the establishment and maintenance of additional job training, advanced vocational education or career education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; and
 - b. when incurred by a taxing district(s) other than the municipality, are set forth in a written agreement between the municipality and the taxing district or taxing districts, which agreement describes the programs to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and types of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the terms of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code.
11. **Interest costs incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:
- a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 - b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d. the total of such interest payments paid pursuant to this Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project, plus (ii) redevelopment project costs, excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act;
 - e. the cost limits set forth in subparagraphs (b) and (d) above shall be modified for the financing of rehabilitation or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act. The percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d) above;

- f. Instead of the eligible costs provided by subparagraphs (b) and (d) above, as modified in this subparagraph, and notwithstanding any other provision of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. For further provisions on financing and eligible costs, see Subsection 11-74.43 (q) (11) of the Act.
12. Unless explicitly stated herein, the cost of construction of new privately owned buildings shall not be an eligible redevelopment project cost.
13. None of the redevelopment project costs enumerated above shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the Redevelopment Project Area, while terminating operations at another Illinois location within 10 miles of the Redevelopment Project Area but outside the boundaries of the Redevelopment Project Area municipality. For purposes of this paragraph, termination means closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a Redevelopment Project Area; but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.
14. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008 (the effective date of Public Act 95-934), unless no prudent and feasible alternative exists. "Historic resource" for the purpose of this item (14) means
 - a. place or structure that is included or eligible for inclusion on the National Register of Historic Places or
 - b. contributing structure in a district on the National Register of Historic Places.

This item (14) does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

SECTION V OTHER FINDINGS AND REQUIREMENTS

A. Conformance with Comprehensive Plan

Development projects proposed to be undertaken in implementing this Redevelopment Plan conform to the City of Moline's Comprehensive Plan adopted November 13, 2001. In addition, all development in the Area will comply with applicable codes and ordinances.

As noted in **Section IV**, the Moline Comprehensive Plan contains several guiding principles with which this Redevelopment Plan is consistent with. It designates commercial uses for this portion of the Rock Valley Planning District as depicted on the Future Land Use map in Chapter 10 of the Comprehensive Plan. On page 10-54 of the Comprehensive Plan the Mall and surrounding area is discussed as follows:

In general, the intersection of 16th Street and John Deere Road acts as the center of this District. Unfortunately, development along the street south of this intersection has become dated, providing a marginal entry into one of the city's most important retail centers, SouthPark Mall. Immediate attention needs to be given to the streetscape of this area, as well as significant upgrades to the parking areas and building facades of adjoining properties. Likewise, the mall's back door, 27th Street, needs similar improvements in order to enhance the competitiveness and vitality of the mall and surround retail and office development.

Certainly, this commentary supports the findings of this Redevelopment Plan and supports the goals and objectives and public and private redevelopment activities proposed herein.

B. Area, on the Whole, not Subject to Growth and Development

Upon examination of equalized assessed valuation data for the Area, the Redevelopment Project Area on the whole has not been subject to growth and investment. The tax base of the Area has fallen since 2006 by nearly \$3.5 million.

There has not been sufficient private investment in the Area that would significantly reduce or eliminate the blighting conditions that exist and enhance the tax base of the City and other affected taxing districts. This fact is illustrated by the trend in the decline of EAV of property in the Area.

As discussed **Section III** of this Redevelopment Plan and shown on **Exhibit D** in that section, the year-to-year trends in EAV within the Area are indicative of a potentially serious situation. **Exhibit G, EAV Trends (2006-2011)** on the following page provides another picture of the seriousness of this trend.

Exhibit G

EAV TRENDS (2006 - 2011)
 SouthPark Mall Redevelopment Project Area
 City of Moline, Illinois

	EAV				Avg. Annual Percent
	2006	2011	Change	Percent	
SouthPark Mall RPA ¹	\$22,163,921	\$18,693,293	-\$3,470,628	-16%	-3.3%
CPI - All Urban Consumers ²	201.6	224.939	23.339	12%	2.2%
Balance of City ³	\$756,812,338	\$871,585,173	\$114,772,835	15%	2.9%

¹ Equalized Assessed Valuation (EAV) of the Redevelopment Project Area.

² Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics.

³ Total City EAV minus Project Area EAV.

Exhibit G shows a slightly different but equally troubling picture of the Area over the 2006-2011 period. While the Consumer Price Index for this time frame increased by 12% and the EAV for the balance of the City increase by 15%, the Area declined by 16%.

The information presented above demonstrates that the Area meets and actually exceeds the threshold requirement for this TIF qualification (the Act only requires that EAV lag for 3 of the past 5 years). It also presents evidence of an alarming trend that PGAV senior staff have seen with respect to other regional malls or major retail commercial developments. When timely action is not taken by a property owner to stem the market rejection of the property, the decline accelerates to the point where a major rehab or “reinvention” of the existing improvements is too late to have a positive effect. This is typically the result of the property owner having deferred maintenance and not freshening of the facility for too long a period. At this stage of decline, the costs to improve the property are significantly greater than can be supported by lease income. The end result is often complete demolition of the existing improvement and major loss of revenues to the municipality and other taxing bodies. There are multiple examples of this situation across the U.S. at this time.

In the opinion of PGAV, the current condition and occupancy of the Mall, the recent EAV trends, and the expected future value and occupancy trends are clear indicators in support of the “but for” provision of the TIF Act. Unless the City participates in financing what will need to be major improvements to or reconfiguring the Mall, the property owner will be forced to make an investment elsewhere and attempt to convert this property to alternate uses.

C. Would Not be Developed “but for” Tax Increment Financing

The City has found that the Area would not reasonably be developed without the use of tax increment revenues. The City further commits that such incremental revenues will be utilized for the development and revitalization of the Area as provided in the Act. Underscoring the economic need for municipal financial assistance in the form of tax increment financing is the certainty that there will not be commitments for private development and revitalization without the City’s commitment to provide such municipal financial assistance.

Furthermore, the eligibility factors documented in this Plan contribute to the “but for” argument. These conditions discourage private investment, as the potential return on investment in the Area is too small relative to the risk or simply does not make economic sense. Many of the commercial buildings require significant investment to rehabilitate them for new or continued viable locations for businesses. In other cases, improvements to deteriorated or inadequate public infrastructure are needed to facilitate land development.

Additionally, discussions between PGAV representatives and City management and planning staff and the Mall owners have indicated that they will be requesting tax increment financing assistance to recapture some of the extraordinary expenses associated with renovation and reinvention of the Mall.

While a firm plan by the current owner has not been finalized, it is the intent of this Plan to help overcome the economic disincentives documented herein. Without financial incentives to overcome these barriers, investment by private enterprise will not take place to the degree necessary to realize significant revitalization and/or redevelopment within the Area.

D. Assessment of Financial Impact

The City finds adoption of this Redevelopment Plan will not place significant additional demands on facilities or services for any local taxing body. Police and fire services and facilities appear to be adequate for the foreseeable future.

The City and Joint Review Board will monitor the progress of the TIF program and its future impacts on all local taxing bodies. In the event significant adverse impediments are identified that increase demands for facilities or services in the future, the City will consider utilizing tax increment proceeds or other appropriate actions, to the extent possible, to assist in addressing the needs.

E. Estimated Date for Completion of the Redevelopment Projects

The estimated date for completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31st of the year in which the payment to the City Treasurer, as provided in subsection (b) of Section 11-74.4-8 of the Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the Area is adopted.

F. Most Recent Equalized Assessed Valuation

The most recent total EAV for the Area has been estimated by the City to be \$17,234,192. **Parcel Identification Numbers and EAV History**, located in the **Appendix** as **Attachment E**, contains a listing of the parcel identification number, property owner, and the 2011 EAV for each parcel. This is accompanied by a map showing the location of the parcel within the Redevelopment Project Area. The County Clerk of Rock Island County will verify the base EAV for each parcel after adoption of the City ordinances approving the Redevelopment Plan and establishing the Area.

G. Redevelopment Valuation

Contingent on the adoption of this Plan and commitment by the City to the redevelopment program described herein, the City anticipates that the private redevelopment investment in the Area will increase the EAV of the Area by \$16 to \$17 million (2012 dollars) upon completion of the redevelopment projects, including redevelopment of perimeter parcels, infill development along 16th Street, and redevelopment of portions of the expansive parking areas on the Mall parcel.

H. Source of Funds

The primary source of funds to pay for redevelopment project costs associated with implementing this Plan shall be funds collected pursuant to tax increment financing to be adopted by the City. Under such financing, tax increment revenue resulting from an increase in the EAV of property in the Area shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special Tax Allocation Fund shall be used to pay redevelopment project costs and retire any obligations incurred to finance redevelopment project costs.

In order to expedite implementation of this Redevelopment Plan and construction of the public improvements, the City, pursuant to the authority granted to it under the Act, may issue bonds or other obligations to pay for the eligible redevelopment project costs. These obligations may be secured by future revenues to be collected and allocated to the Special Tax Allocation Fund.

If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, applicable revenues from any adjoining tax increment financing areas, and land disposition proceeds from the sale of land in the Area, as well as other revenues. The final decision concerning redistribution of yearly tax increment revenues may be made a part of a bond ordinance.

I. Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into the Special Tax Allocation Fund of monies received from the taxes on the increased EAV (above the initial EAV) of real property in the Area. These monies may be used to reimburse private or public entities for the redevelopment project costs incurred or to amortize obligations issued pursuant to the Act for a term not to exceed 20 years bearing an annual interest rate as permitted by law. Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the bonds and not needed for any other redevelopment project costs or early bond retirements shall be declared as surplus and become available for distribution to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the any projects. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan.

J. Fair Employment Practices and Affirmative Action

The City will insure that all private and public redevelopment activities are constructed in accordance with fair employment practices and affirmative action by any and all recipients of TIF assistance.

K. Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Act. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

ATTACHMENT A

**Moline City Council Resolution No. 1026-2011
SouthPark Mall Redevelopment Project Area**

Council Bill/Resolution No. 1026-2011

Sponsor: _____

A RESOLUTION

PROVIDING for a feasibility study on the designation of a portion of the City of Moline as a redevelopment project area (SouthPark Mall) and to induce development interest within such area; and

AUTHORIZING expenditures in the course of planning and redevelopment, prior to a redevelopment project area being established, that may be reimbursable from TIF proceeds.

WHEREAS, the City of Moline (the "City") is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.4-1, et seq.* as amended ("the TIF Act"), to finance redevelopment project costs in connection with redevelopment project areas established in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, pursuant to the Act, to implement tax increment financing (TIF), it is necessary for the City to adopt a redevelopment plan and redevelopment project, designate a redevelopment project area on the basis of finding that the area qualifies pursuant to statutory requirements, and make a finding that the redevelopment project area on the whole has not been subjected to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan, which plan contains a commitment to use public funds; and

WHEREAS, the City desires to undertake a feasibility study to determine whether findings may be made with respect to an area of the City, generally described herein, which may be designated as a redevelopment project area, to qualify the area as a blighted area or a conservation area or a combination thereof as defined in the Act, and other research necessary to document the lack of growth and development through private enterprise; and

WHEREAS, the boundaries of the redevelopment project area being considered are delineated on Exhibit A attached hereto, provided that the actual redevelopment project area to be established may contain more or less land than that shown on Exhibit A; and

WHEREAS, the City will be expending certain funds to determine eligibility of the proposed redevelopment project area and to prepare the required redevelopment plan if the City decides to implement tax increment financing for all or a portion of the proposed TIF area; and

WHEREAS, the City may expend other funds in furtherance of the objectives of the anticipated redevelopment plan; and

WHEREAS, it is the intent of the City to recover these expenditures from the first proceeds of the TIF program, if established; and

WHEREAS, the City wishes to encourage developers to pursue plans for the redevelopment of the area and make such expenditures as are reasonably necessary in that regard with confidence that said expenditures may be allowable redevelopment project costs under the plan once adopted and subject to a redevelopment agreement between the City and the developers/property owners; and

WHEREAS, the purpose of the proposed redevelopment plan and project is to generate private investment in the targeted area, thereby eliminating or reducing blighted conditions or conditions that may lead to blight and provides for the long-term sound growth of the community; and

WHEREAS, tax increment allocation financing utilizes the increase in real estate taxes (“tax increment”) resulting from the increase in value of properties located in a redevelopment project area to pay for certain redevelopment projects costs as provided for in the Act; and

WHEREAS, of the purposes of the proposed redevelopment plan or proposed redevelopment project area, none are reasonably expected to result in the displacement of residents from ten (10) or more inhabited residential units within the area; therefore, the feasibility study is not required to include the preparation of any housing impact study as described in Section 11-74.4-4.1 (b) of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the City Council has examined the proposed area and circumstances and at this time finds that it is reasonable to believe that a tax increment financing plan can be adopted for said area and expenditures of development costs in furtherance of the plan, and potential development should be allowable project costs under the plan, provided that this resolution is not a guarantee that any such plan will be adopted, but rather an expression of the sense of the City at this time.

BE IT FURTHER RESOLVED that the person to contact for additional information about the proposed redevelopment project area and who should receive all comments and suggestions regarding the redevelopment of the area shall be:

Ray Forsythe
Planning & Development Director
City of Moline
619 16th St.
Moline, IL 61265
Telephone (309) 524-2032

CITY OF MOLINE, ILLINOIS



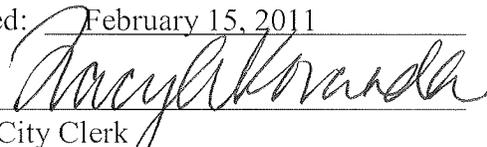
Mayor

February 8, 2011

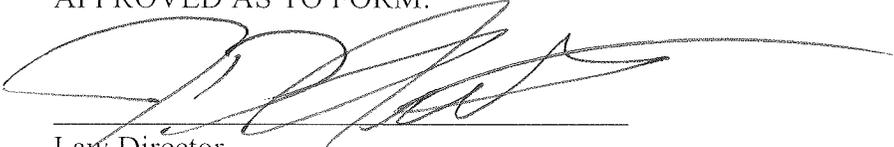
Date

Passed: February 8, 2011

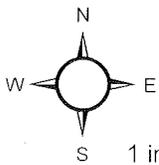
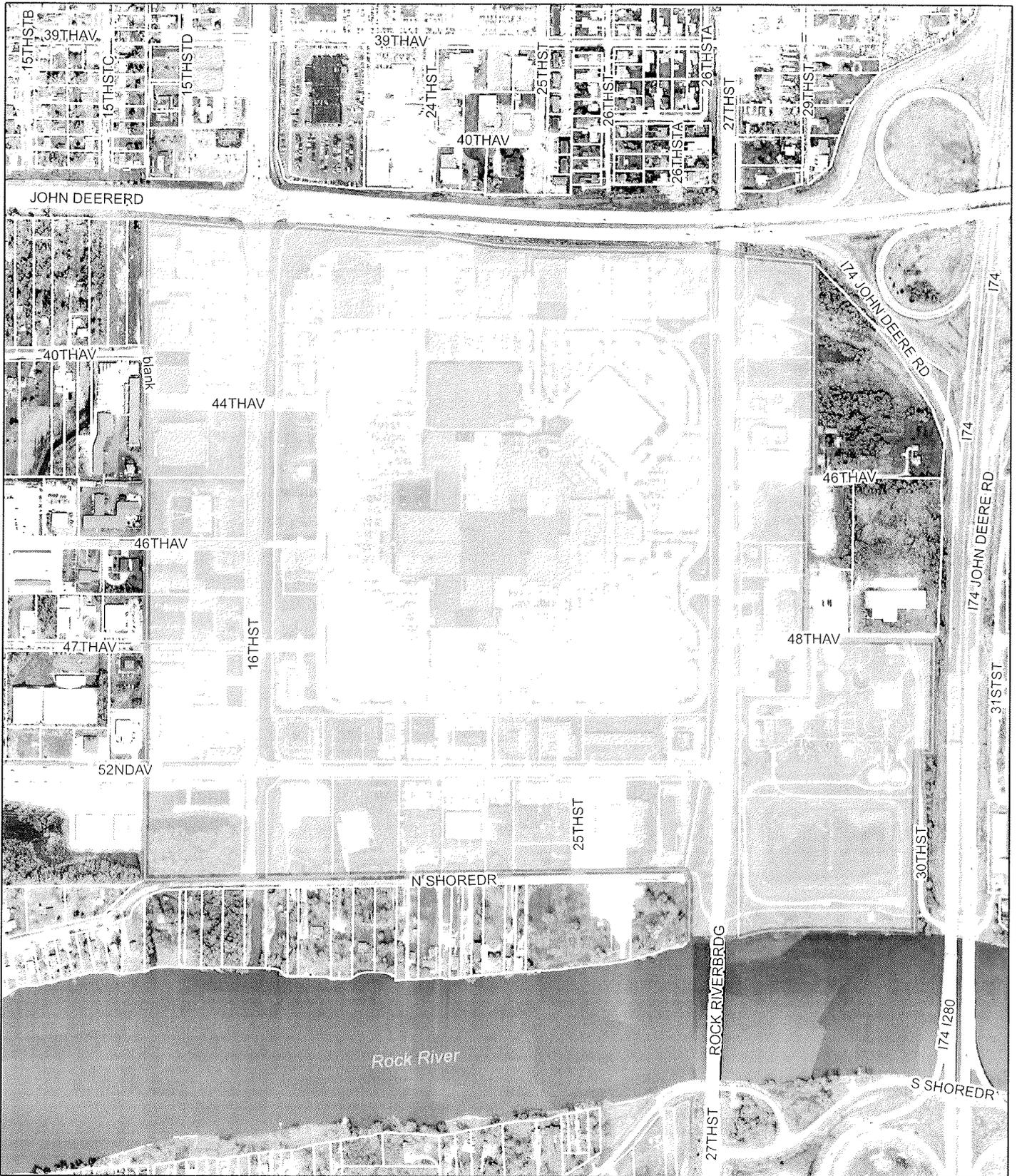
Approved: February 15, 2011

Attest: 
City Clerk

APPROVED AS TO FORM:



Law Director



1 inch = 600 feet

TIF Study Area Southpark Mall

City of Moline, Illinois
 Planning & Development Department
 Land Development Division
 January 27, 2011

ATTACHMENT B

**Map Exhibits
SouthPark Mall Redevelopment Project Area**

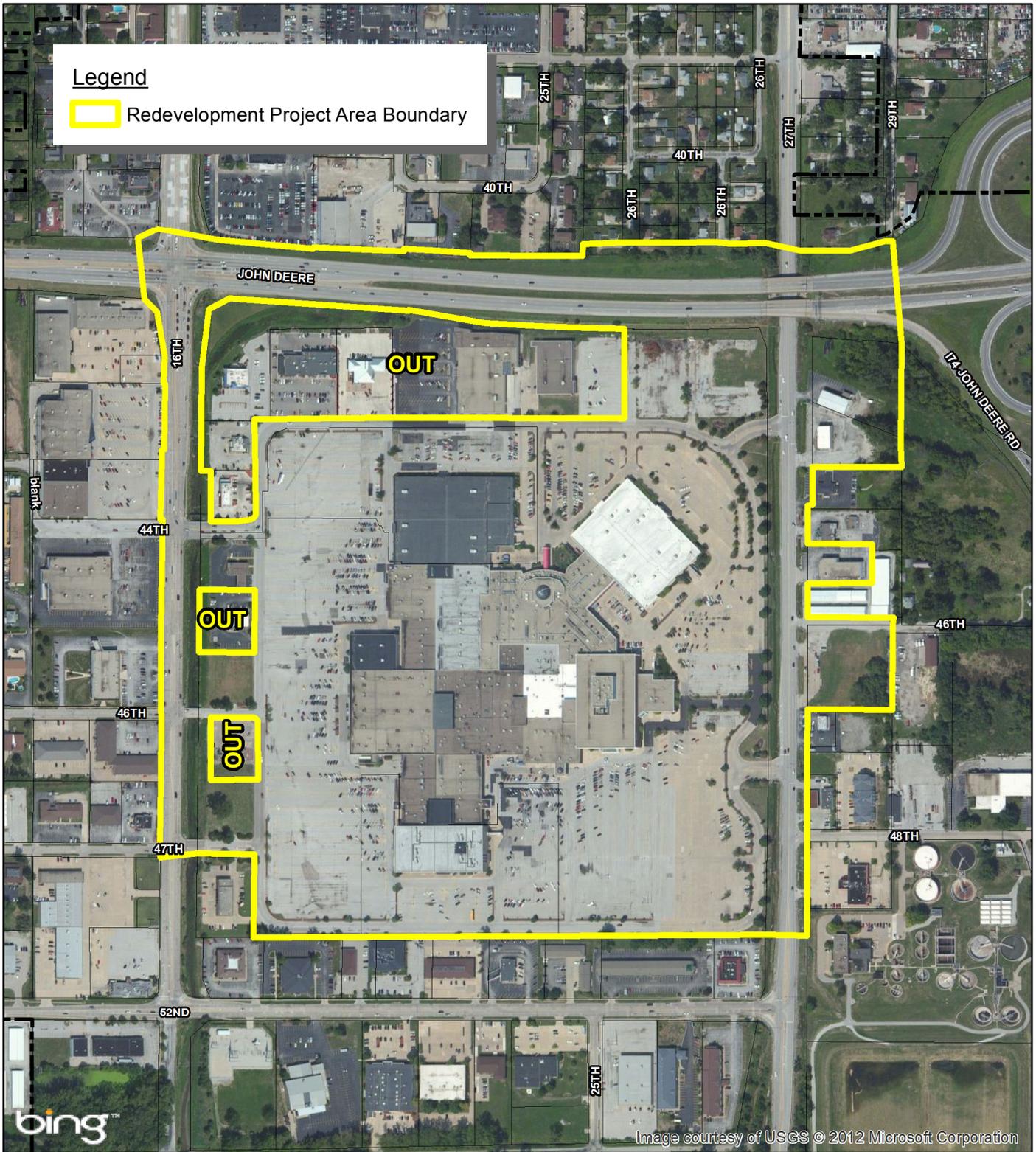
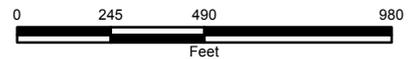


Exhibit A
Redevelopment Project Area Boundary
 SouthPark Redevelopment Project Area
 City of Moline, Illinois



May 2012

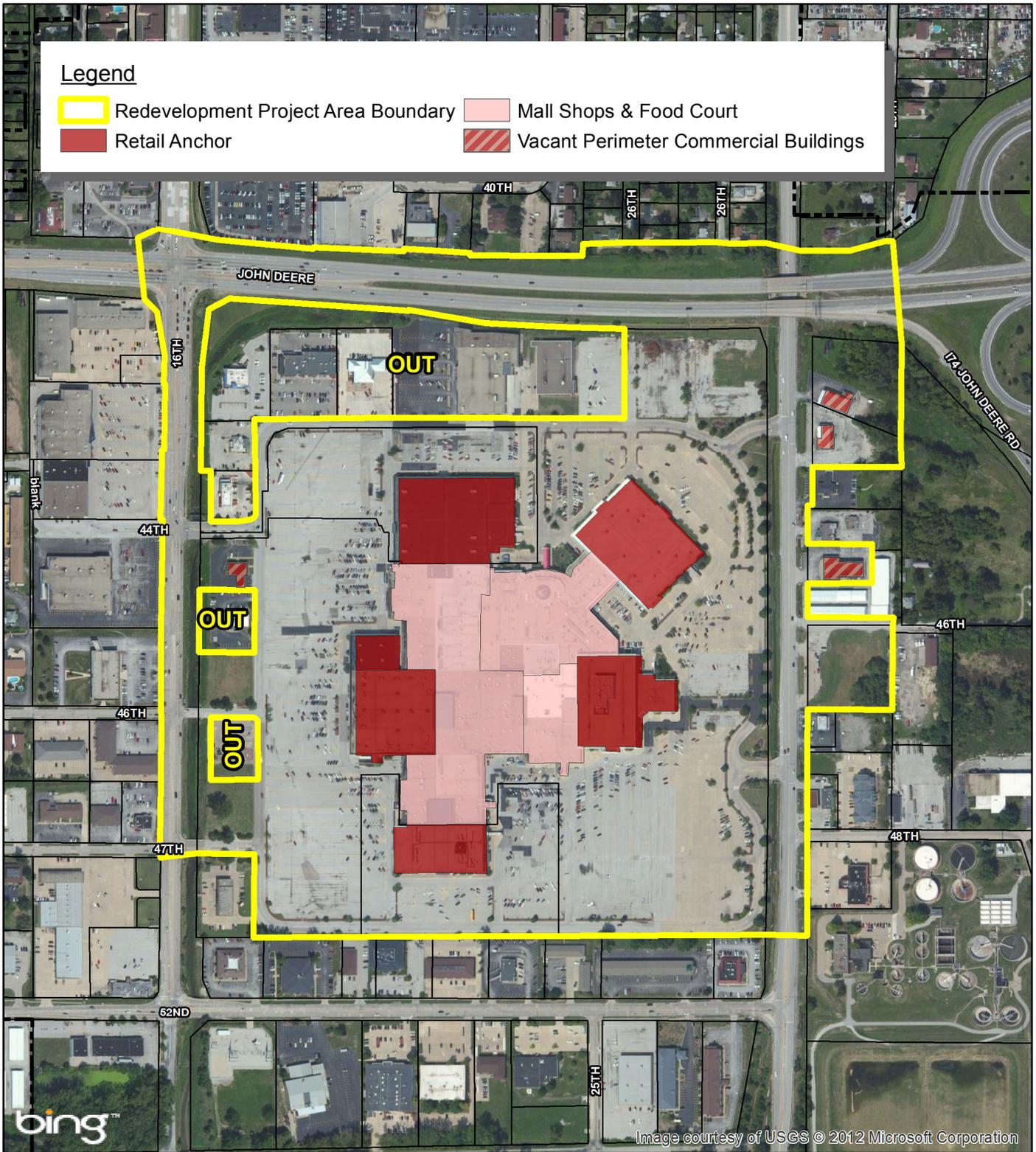
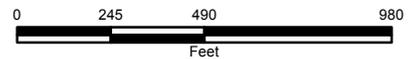


Exhibit B-1
Existing Land Use

SouthPark Redevelopment Project Area
 City of Moline, Illinois



May 2012

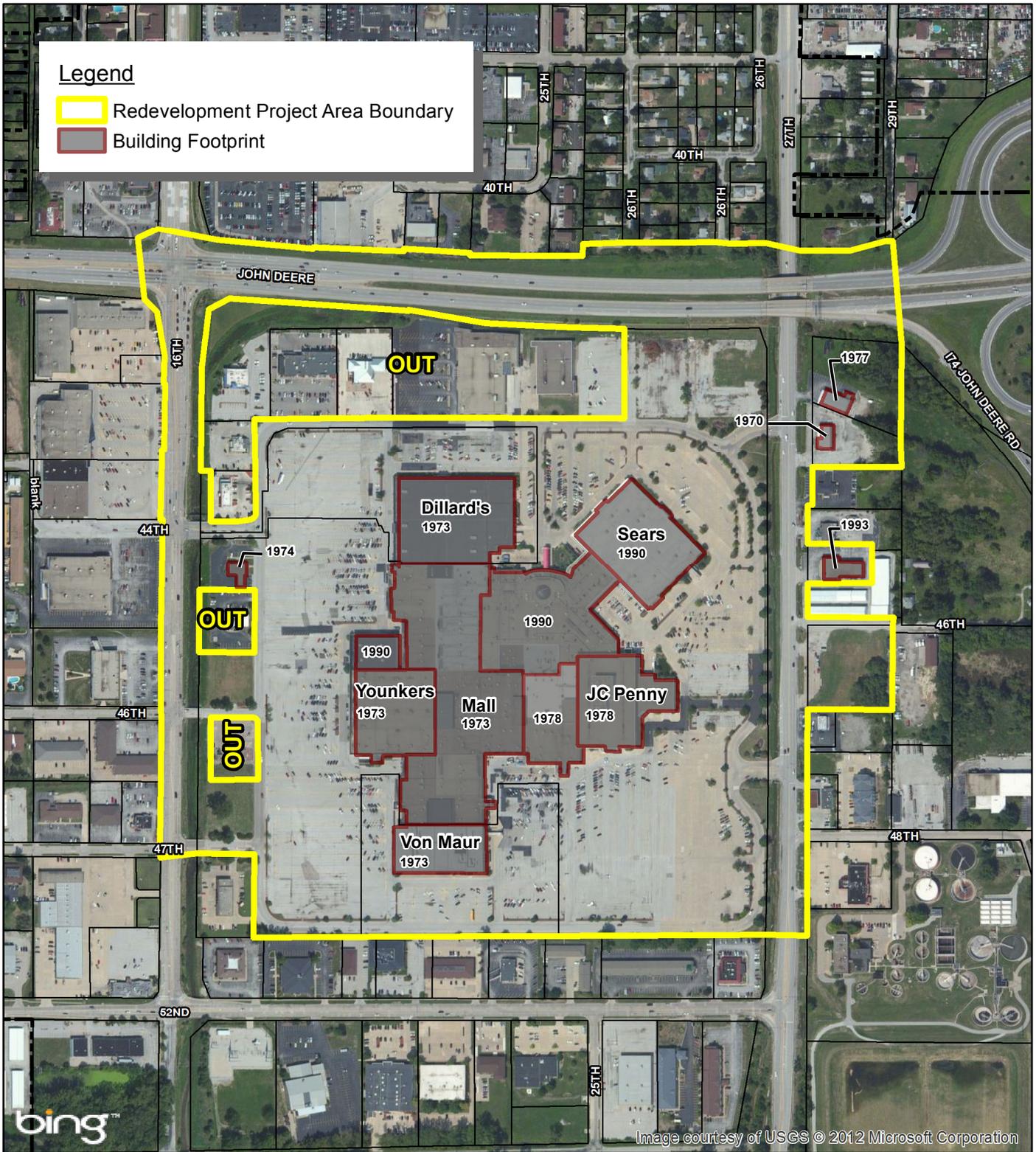
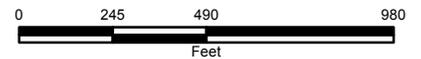


Exhibit B-2
Buildings and Year of Building Construction
 SouthPark Redevelopment Project Area
 City of Moline, Illinois



May 2012

ATTACHMENT C

**Boundary Description
SouthPark Mall Redevelopment Project Area**

ATTACHMENT D
Existing Conditions Photos

ATTACHMENT D - EXISTING CONDITIONS PHOTOS

TIF Redevelopment Plan & Project
SOUTH PARK MALL REDEVELOPMENT PROJECT AREA

MOLINE, ILLINOIS

On the following pages, a series of photos taken on April 4, 2012 represent the interior and exterior conditions of Moline's SouthPark Mall and certain adjacent properties. These photos are grouped according to various categories that will be described accordingly.

Overview

As is typical of an aging mall that has had deferred maintenance, no significant updating to its appearance virtually since its construction, and prior ownership that did not aggressively address these factors and recruited tenants, SouthPark Mall now represents a series of conditions that must be corrected if the Mall is to regenerate and attract new, high quality tenants and shoppers. As described in the Eligibility Analysis section of this document which precedes the Redevelopment Plan and Project discussion, there are a variety of factors present throughout the SouthPark Mall property that represent "blighted area" conditions as defined in the TIF Act. These photos are intended to depict those conditions.

Obsolescence

The age of the mall and its dated appearance are contributing factors to a number of other conditions that will be demonstrated by photos for other categories described in ensuing pages of this Appendix. However, one of the best indicators of the obsolescence of a regional mall is demonstrated by its inability to attract tenants that represent national and US regional retailers. The photos below depict the wide array of non-retail or second and third tier retail tenants that now occupy significant space at SouthPark Mall. Some of these tenants are on "temporary" leases that indicate the owner, while filling tenant spaces, would lease the space to better tenants if they could.



Above: A local massage therapist operating from a recently vacated space.

At left: A construction company displaying its work. Note that this space is not even manned.

ATTACHMENT D - EXISTING CONDITIONS PHOTOS

TIF Redevelopment Plan & Project
SOUTH PARK MALL REDEVELOPMENT PROJECT AREA

MOLINE, ILLINOIS

Obsolescence (cont'd)



Above Left: A “dollar” store of local origin.

Above Right: A store selling used & refurbished electronics.

Lower Left: A local car dealer using a very large vacated space to display new vehicles.

Deterioration

Deterioration of property improvements of virtually every type abounds at SouthPark Mall. The photos below depict evidence of deteriorated roofing (which has caused interior water damage to ceilings and walls), aged air conditioning and ventilation units, parking lots and parking lot lighting fixtures, sidewalks, parapet walls, access bridges from adjoining roadways, and interior flooring.



Examples of extensive areas of roof deterioration

ATTACHMENT D - EXISTING CONDITIONS PHOTOS

TIF Redevelopment Plan & Project
SOUTH PARK MALL REDEVELOPMENT PROJECT AREA

MOLINE, ILLINOIS

Deterioration (cont'd)



Additional examples of extensive areas of roof deterioration



The two photos above and the one to the left show a grouping of photos illustrating the various roof sections along adjoining building walls. A combination of typical building settlement and aging and deteriorated roofing materials is creating separation along these meeting points. This is creating water damage to interior ceilings and walls.

Time, wind, rain and storm water, and typical settlement has created numerous issues relating to the various parapet walls and parapet facing materials along the exterior edges. The next series of photos show examples of this type of deterioration.

ATTACHMENT D - EXISTING CONDITIONS PHOTOS

TIF Redevelopment Plan & Project
SOUTH PARK MALL REDEVELOPMENT PROJECT AREA

MOLINE, ILLINOIS

Damaged facing material with temporary plywood replacement



Deteriorating concrete parapet facing panels exist along a significant length of the Mall facade. Note how the panels are joined by steel straps bolted at various locations. Areas have been patched at various locations but, in some instances, are continuing to deteriorate at the patch locations. In other instances as shown below, the panels are separating and moving away from the main structure.



The next series of photos depicts elements of deterioration in the parking lots, access bridges, and sidewalks.

ATTACHMENT D - EXISTING CONDITIONS PHOTOS

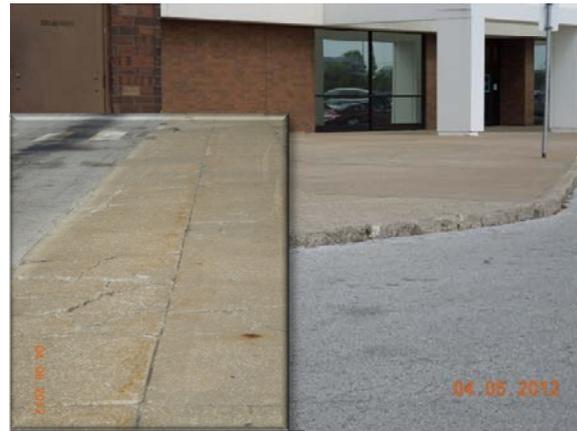
TIF Redevelopment Plan & Project
SOUTH PARK MALL REDEVELOPMENT PROJECT AREA

MOLINE, ILLINOIS

Deterioration (cont'd)



Vast portions of the parking areas around the Mall are in need of repair and resurface. The photo on the right depicts an area that has been blocked from access from the ring road around the mall due to the condition of the lot.



Drive aisles, curbing, and many sidewalks areas are crumbling.



Four of the 5 access bridges are in severely deteriorated condition and need complete replacement.



Other examples of deterioration are depicted in the next series of photos. These include canopy awnings at entrances, cloudy luminaires on parking lot lighting fixtures, and rusting fixture poles.

ATTACHMENT D - EXISTING CONDITIONS PHOTOS

TIF Redevelopment Plan & Project
SOUTH PARK MALL REDEVELOPMENT PROJECT AREA

MOLINE, ILLINOIS

Deterioration (cont'd)



These cloudy luminaires make the lighting inefficient and unattractive. In some cases, the luminaire heads are leaning as in this example. The pole at the right is virtually covered in rust and does not appear to have been intended to be the type that would normally do this (corten steel).



This long canopy at one of the entrances has a number of holes, has been patched in several places, and has other damaged and discolored areas.

As noted previously, interior deterioration includes significant cracking in some of the flooring surfaces, water damage to ceiling areas and to wall areas due to roof leaking, and structural cracking, some such as the example below at bearing locations.



ATTACHMENT D - EXISTING CONDITIONS PHOTOS

TIF Redevelopment Plan & Project
SOUTH PARK MALL REDEVELOPMENT PROJECT AREA

MOLINE, ILLINOIS

Excessive Vacancies

In many metro areas with multiple regional malls, such as the Quad Cities, a combination of shifting demographic and housing development trends, retail tenant trends away from regional mall locations, along with an overbuilt retail environment has negatively impacted the viability of regional malls. This usually means that malls in the “right” location within the metro area will do well and those in other locations will suffer a high percentage of vacancy. SouthPark Mall appears to be a victim of these circumstances. The population of the Quad Cities Metropolitan Statistical Area (MSA) only increased by 0.1% between 2000 and 2010 and the greatest increase occurred in the Davenport sector of the MSA. In essence, SouthPark Mall is now too large for the market population it must rely on to attract quality tenants, which has been a significant contributor to its obsolescence high vacancy rates. As noted above, this also has meant that to minimize vacancy, “temporary leases” have been extended to non-traditional tenants that do not attract other quality tenants or have synergy with the existing anchor and other major tenants. The photos which follow are among the many examples of the extensive vacancies that exist at SouthPark Mall.



These are just four examples of tenant spaces both large and small that are vacant throughout the mall

ATTACHMENT D - EXISTING CONDITIONS PHOTOS

TIF Redevelopment Plan & Project
SOUTH PARK MALL REDEVELOPMENT PROJECT AREA

MOLINE, ILLINOIS

Excessive Vacancies (cont'd)



This is another example of two large spaces occupied by a martial arts school and studio.



A kiosk in a good location outside the entry to an anchor store is vacant (one of two).



These are examples of entire connecting corridors to anchor stores that are nearly vacant. Where space is occupied, it's by "temporary" or second tier tenants.



Food court spaces are vacant as well

ATTACHMENT E

**Parcel Identification Numbers,
Property Owner and 2011 EAV**

Attachment E - Continued

Parcel Identification Numbers, Property Owner & 2011 EAV

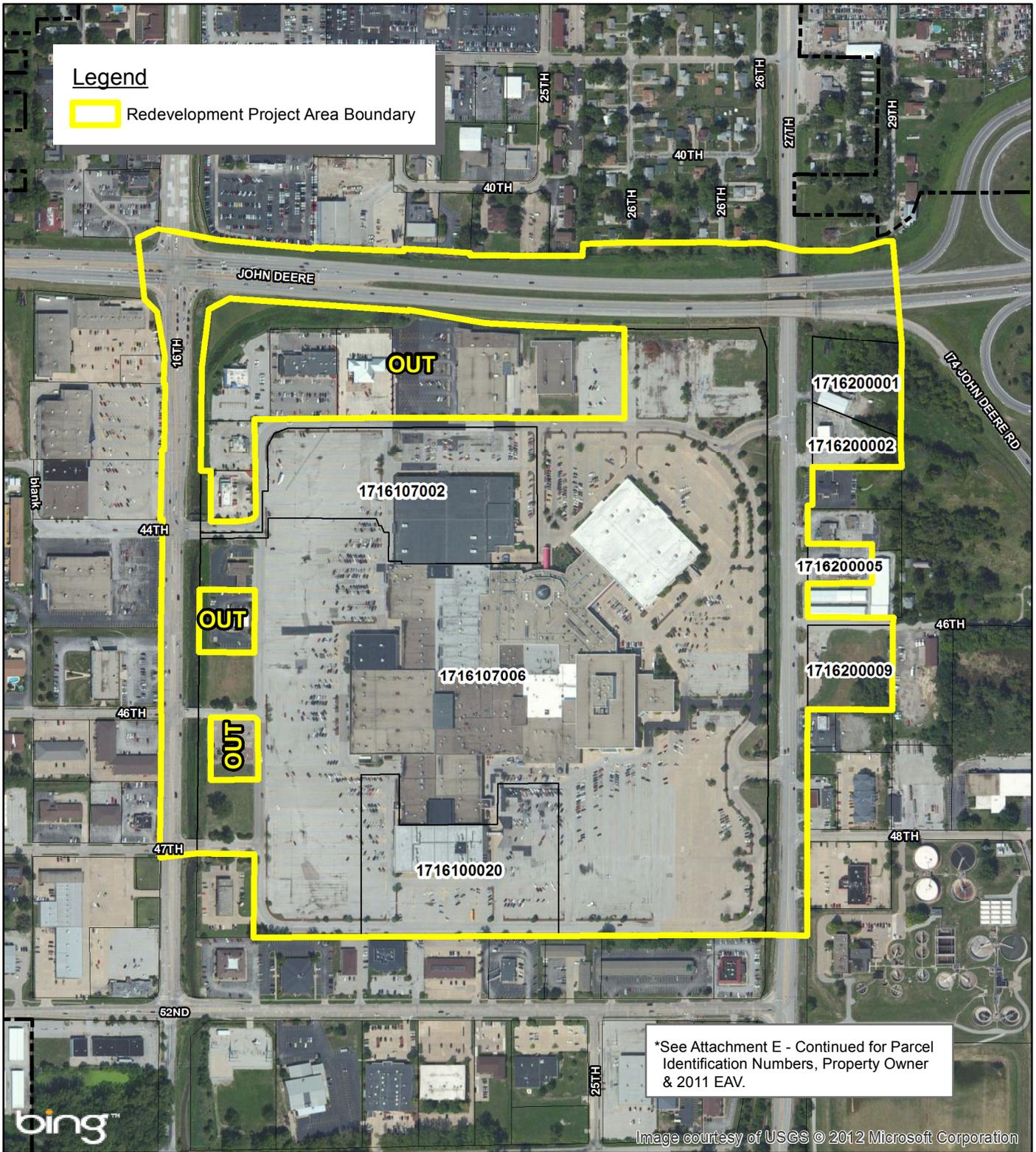
SouthPark Mall Redevelopment Project Area

City of Moline, Illinois

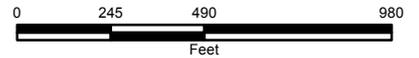
Parcel ID No. (PIN) ¹	County ID No. (2011)	Owner	Owner Address	Owner City	ZIP Code	2011 EAV
1716200009	07360-1	JJZ DEVELOPMENT	1505 46TH AVE	MOLINE IL	61265	\$ 30,199
1716200001	07354-C	DENGLER RONALD/MARY LOU	4589 PEPPERWOOD LN	BETTENDORF IA	52722	\$ 180,481
1716200002	07354	GEN LEASEWAYS/G EHLERS	450 W 76TH ST	DAVENPORT IA	52806	\$ 117,483
1716200005	07354-A-1	GUMBIN NEAL M	PO BOX 110	TUCSON AZ	85702	\$ 226,094
1716107002	0714988	DSS NEIL PROPERTIES LLC	4501 N BEACH ST	FORT WORTH TX	76137	\$ 1,983,796
1716107006	0714989 (part) ²	SDG MACERICH PROP/TAXDEPT	PO BOX 6120	INDIANAPOLIS IN	46206	\$ 14,609,976
1716100020	07347-4	VON MAUR INVESTMENT	6565 N BRADY ST	DAVENPORT IA	52806	\$ 1,545,264
TOTAL						\$ 18,693,293

¹ See map for location within Redevelopment Project Area

² Excludes improvement values associated with buildings not located within the Project Area, but included in the Assessor's records for Parcel 0714989.



Attachment E
Parcel Identification Map
 SouthPark Redevelopment Project Area
 City of Moline, Illinois



May 2012

Council Bill/General Ordinance No. 3035-2012
Sponsor: _____

AN ORDINANCE

DESIGNATING the SouthPark Redevelopment Project Area.

WHEREAS, the City Council has heretofore in Ordinance No. 3034-2012 adopted and approved the Tax Increment Redevelopment Plan and Project for the proposed SouthPark Mall Redevelopment Project Area with respect to which a public hearing was held on October 23, 2012 and it is now necessary and desirable to designate the area referred to in said plan as the SouthPark Mall Redevelopment Project Area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1. That the area described in the attached Exhibit A is hereby designated as the SouthPark Mall Redevelopment Project Area pursuant to Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-4.

Section 2. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 3. That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

TIF DESCRIPTION SOUTHPARK REDEVELOPMENT PROJECT AREA

Part of the southwest quarter and southeast quarter of Section 9, and part of the northwest quarter and northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows;

Beginning at a point on the north line of Ekhco 5th Addition which is 37 feet more or less west of the northeast corner of Lot 1 in said Ekhco 5th Addition;

Thence northerly, a distance of 287 feet more or less;

Thence westerly, a distance of 333 feet more or less to the intersection of the south right of way line of 47th Avenue and the west right of way line of 16th Street;

Thence northerly along said west right of way line, a distance of 1,201 feet more or less to the north line of Lot 3 in Town & Country Addition;

Thence westerly along said north line and said west right of way line, a distance of 9 feet more or less;

Thence northerly along said west right of way line, a distance of 251 feet more or less;

Thence easterly along said west right of way line, a distance of 3 feet more or less;

Thence northerly along said west right of way line, a distance of 235 feet more or less to the north line of Lot 1 in Town & Country Addition;

Thence westerly along said north line and said west right of way line, a distance of 5 feet more or less;

Thence northerly along said west right of way line, a distance of 100 feet more or less;

Thence northerly along said west right of way line, a distance of 157 feet more or less;

Thence northwesterly along said west right of way line, a distance of 65 feet more or less to the south right of way line of John Deere Road;

Thence northerly, a distance of 239 feet more or less to the north right of way line of John Deere Road;

Thence northeasterly along said north right of way line, a distance of 79 feet more or less to the west right of way line of 16th Street;

Thence easterly, a distance of 157 feet more or less to the intersection of the north right of way line of John Deere Road and the east right of way line of 16th Street;

Thence southeasterly along said north right of way line, a distance of 36 feet more or less;

Thence easterly along said north right of way line, a distance of 339 feet more or less;

Thence northerly along said north right of way line, a distance of 9 feet more or less;

Thence easterly along said north right of way line, a distance of 364 feet more or less;

Thence northerly along said north right of way line, a distance of 8 feet more or less;

Thence easterly along said north right of way line, a distance of 236 feet more or less;

Thence southerly along said north right of way line, a distance of 8 feet more or less;

Thence easterly along said north right of way line, a distance of 399 feet more or less;

Thence northerly along said north right of way line, a distance of 46 feet more or less;

Thence easterly along said north right of way line, a distance of 639 feet more or less to the west right of way line of 27th Street;

Thence easterly along said north right of way line, a distance of 93 feet more or less to the east right of way line of 27th Street;

Thence southeasterly, a distance of 515 feet more or less to the intersection of the south right of way line of John Deere Road and the east line of South Moline Township Tax Parcel No. 354-C;

Thence southerly along the east line of South Moline Township Tax Parcel No. 354-C and South Moline Township Tax Parcel No. 354, a distance of 441 feet more or less to the south line of South Moline Township Tax Parcel No. 354;

Thence westerly along said south line, a distance of 318 feet more or less to the east right of way line of 27th Street;

Thence southerly along said east right of way line, a distance of 135 feet more or less;

Thence westerly along said east right of way line, a distance of 17 feet more or less;

Thence southerly along said east right of way line, a distance of 385 feet more or less to the north right of way line of 46th Avenue;

Thence easterly along said north right of way line, a distance of 300 feet more or less to the northerly extension of the east line of South Moline Township Tax Parcel No. 360-1;

Thence southerly along said east line and its northerly extension, a distance of 325 feet more or less to the south line of South Moline Township Tax Parcel No. 360-1;

Thence westerly along said south line, a distance of 300 feet more or less to the east right of way line of 27th Street;

Thence southerly along said east right of way line, a distance of 801 feet more or less to the easterly extension of the north line of Ekhco 5th Addition;

Thence westerly along said north line and its easterly extension, a distance of 1,964 feet more or less to the Point of Beginning.

The above described parcel contains 119.227 acres, more or less excluding the following 3 exceptions.

Exception 1

Lots 1, 2 and 6 of SouthPark Mall Subdivision Second Addition, all of Nellis First Addition, and part of Lot 4 SouthPark Mall Subdivision First Addition, all located in the northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Beginning at the at the southwest corner of Nellis First Addition;

Thence northerly along the east right of way line of 16th Street, a distance of 358 feet more or less;

Thence northerly along said east right of way line, a distance of 209 feet more or less;

Thence northeasterly along said east right of way line, a distance of 83 feet more or less to the south right of way line of John Deere Road;

Thence easterly along said south right of way line, a distance of 640 feet more or less;

Thence northerly along said south right of way line, a distance of 5 feet more or less;

Thence easterly along said south right of way line, a distance of 277 feet more or less;

Thence easterly along said south right of way line, a distance of 503 feet;

Thence southerly, a distance of 315 feet more or less to the easterly projection of the south line of Lots 1 and 2 in SouthPark Mall Subdivision Second Addition;

Thence westerly along said south line and its easterly projection, a distance of 1,259 feet more or less to the southwest corner of said Lot 1;

Thence westerly, a distance of 56 feet more or less to the northeast corner of Nellis First Addition;

Thence southerly along the east line of Nellis First Addition and the east line of Lot 6 in SouthPark Mall Subdivision Second Addition, a distance of 329 feet more or less;

Thence southwesterly along the east line of said Lot 6, a distance of 32 feet more or less;

Thence westerly along the south line of said Lot 6, a distance of 46 feet more or less;

Thence westerly along said south line, a distance of 96 feet more or less to the west line of said Lot 6;

Thence northerly along said west line, a distance of 178 feet more or less to the south line of Nellis First Addition;

Thence westerly along said south line, a distance of 40 feet more or less to the Point of Beginning.

Exception 2

Part of Lot 4 in SouthPark Mall Subdivision First Addition, in the northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Commencing at the northwest corner of Lot 5 in SouthPark Mall Subdivision Second Addition;

Thence northerly, a distance of 250 feet more or less to the Point of Beginning;

Thence northerly, a distance of 210 feet more or less;

Thence easterly, a distance of 155 feet more or less;

Thence southerly, a distance of 210 feet more or less;

Thence westerly, a distance of 153 feet more or less to the Point of Beginning.

Exception 3

All of Lot 5 in SouthPark Mall Subdivision Second Addition in the northeast quarter of Section 16, Township 17 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois.

Council Bill/General Ordinance No. 3036-2012

Sponsor: _____

AN ORDINANCE

ADOPTING Tax Increment Financing for the SouthPark Mall Redevelopment Project Area.

WHEREAS, the City of Moline, Illinois, desires to adopt tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the “Act”; and

WHEREAS, the City of Moline has adopted a Tax Increment Redevelopment Plan and Project, designated the SouthPark Mall Redevelopment Project Area pursuant to the provisions of the Act, and has otherwise complied with all other conditions precedent required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1. That tax increment financing is hereby adopted in respect to the Tax Increment Redevelopment Plan and Project for the SouthPark Mall Redevelopment Project Area (Area) approved and adopted pursuant to Ordinance No. 3034-2012 of the City of Moline, which said Area was designated pursuant to Ordinance No. 3035-2012 and the boundaries thereof being legally described therein.

Section 2. That after the total equalized assessed valuation of taxable real property in the SouthPark Mall Redevelopment Project Area exceeds the total initial equalized assessed value of all taxable real property in the SouthPark Mall Redevelopment Project Area, the ad valorem taxes, if any, arising from the levies upon taxable real property in the SouthPark Mall Redevelopment Project Area by taxing districts and the rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the Act each year after the effective date of this Ordinance until the redevelopment project costs and all municipal obligations issued in respect thereto have been paid shall be divided as follows:

- a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the SouthPark Mall Redevelopment Project Area shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the SouthPark Mall Redevelopment Project Area over and above the initial equalized assessed value of each property in the SouthPark Mall Redevelopment Project Area shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund called "the Special Tax Allocation Fund for the SouthPark Mall Redevelopment Project Area" of the City of Moline for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

Section 2. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 3. That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

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NORTH IS BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM,
WEST ZONE, NORTH AMERICAN DATUM OF 1983 (1997 ADJUSTMENT)



SCALE: 1" = 150'

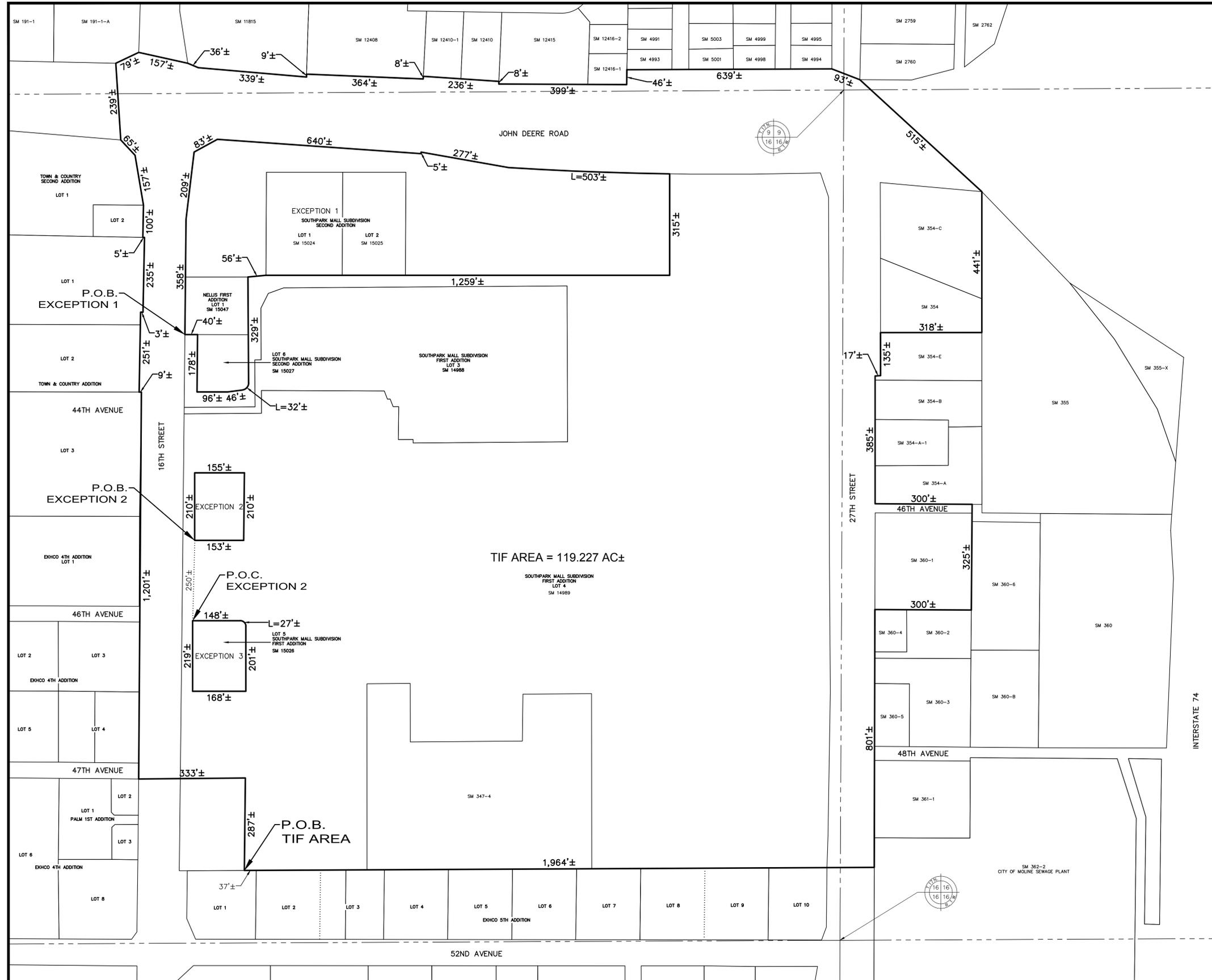
THIS PLAT PRESENTED BY:
THE CITY OF MOLINE, ILLINOIS
ECONOMIC DEVELOPMENT DIRECTOR
MR. RAY FORSYTHE
619 16th STREET
MOLINE, IL 61265
PHONE: (309) 524-2032

TIF AREA = 119.359 AC±
Part of the Southwest Quarter and Southeast Quarter of Section 9, and
part of the Northwest Quarter and Northeast Quarter of Section 16,
Township 17 North, Range 1 West of the Fourth Principal Meridian,
City of Moline, Rock Island County, Illinois



SOUTH PARK REDEVELOPMENT PROJECT
MOLINE, ILLINOIS
TIF EXHIBIT

Missman Project No:
C12S023
File Name:
C12S023 TIF BOUNDARY.dwg
© COPYRIGHT 2012
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: DAB
Date: 10/09/2012



AN ORDINANCE

AMENDING the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated thereto as Section 35-3103. (*Menard Inc. and Sam's Real Estate Trust, 44th Avenue at 65th Street.*)

WHEREAS, the Plan Commission has received a request for a planned unit development rezoning sufficient in form and content; and

WHEREAS, the request for rezoning included a traffic evaluation for Valley View Village prepared by KLOA, Inc. and dated January 3, 2013 which concluded a southern east-west collector roadway between 60th Street and 70th Street, and a north-south roadway between 44th Avenue and the southern east-west roadway are not needed; and

WHEREAS, the City of Moline Planning Department obtained a traffic access study for Valley View Village prepared by Stanley Consultants, Inc. and dated March 14, 2013 which stated concerns regarding traffic operations on 44th Avenue, 60th Street, and 70th Street, and recommended that the south east-west roadway and the north south access road be provided in the development; and

WHEREAS, the administration and planning staff concur with the recommendations from Stanley Consultants and had stated concerns regarding future traffic congestion on 44th Avenue; and

WHEREAS, the Plan Commission, after public hearing upon proper notice, has made its recommendation; and

WHEREAS, this Council's Committee of the Whole has considered said request and recommendations and made its own recommendation; and

WHEREAS, this Council finds and declares that an amendment to the approved 2010 Preliminary Planned Unit Development (PUD) and change from B-3 PUD Community Business District Planned Unit Development to B-3 PUD Community Business District Planned Unit Development zoning will more accurately reflect the comprehensive plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 - That the following described territory shall be, and the same is, hereby changed from zoning classification "B-3 PUD" (Community Business District Planned Unit Development) to zoning classification "B-3 PUD" (Community Business District Planned Unit Development), as provided in Section 35-3310 and Section 35-3700 of said Zoning Ordinance.

Lots 1 and 2 of Valley View Second Subdivision Phase III, City of Moline, Rock Island County, Illinois.

Section 2 - That in addition to all other requirements and conditions included in this Ordinance, the Preliminary Plans and all Final Plans shall be subject to the following provisions:

1. The Preliminary PUD shall be amended to include a secondary east-west thoroughfare which connects 60th Street to 70th Street, and also connects to 65th Street. Phasing and extent of construction of this thoroughfare shall be determined later in conjunction with the Final PUD

- plans for Lot 4. The City will not require the street now, but reserves the right to require Sam's Club to build the roadway at a later date if warranted.
2. The Preliminary PUD shall show an "optional" (discretionary) street connection from the Valley View apartments to the southerly extension of 65th Street. The City will not require the street connection now, but reserves the right to require Sam's Club to build the street later if warranted.
 3. A circulation plan identifying arterial streets, collector streets, internal circulation, service drives, and pedestrian and transit access throughout Valley View Village shall be provided.
 4. The Preliminary PUD shall be further refined to correct roadway misalignments, dead-ends, and labeling errors.
 5. The developer shall verify design and placement of the proposed transit route and stops with MetroLINK and make any corrections on the Preliminary PUD Plan.
 6. The phasing schedule, design & architectural criteria, and sign criteria approved in 2010 shall be retained and remain valid unless new documents are submitted and reviewed by the Plan Commission.
 7. The proposed single tenant monument sign "C" exceeds the maximum size of 50 square feet as approved with the 2010 Preliminary PUD and must comply when the Final PUD is submitted.
 8. A development agreement or similar commitment to construct the extension of 70th Street and extension of the south sanitary sewer interceptor shall be provided prior to Final PUD approval of any site located east of the creek and south of 44th Avenue.
 9. Compliance with specific building designs, site improvement and performance standards, group development standards, and similar zoning standards shall be determined with each Final PUD Plan approval. This includes utilization and preservation of the adjoining tree-lined creek area as an amenity and natural feature.

Section 3 - That this B-3 PUD zoning authorizes and limits the development of the hereindescribed real estate only in conformity with the P.U.D. plan attached hereto and incorporated herein by this reference thereto as Exhibit "A" and approved hereby.

Section 4 - That the Zoning Administrator is hereby directed to correct the zoning map as provided in Section 35-3103 of the Moline Zoning Ordinance and to enter a notation thereon, so as to show that the above-described area is established as above set forth and shall hereinafter be included in the B-3 PUD (Community Business District Planned Unit Development) District.

Section 5 - That the developer and Sam's Club may delay installation of the southern east-west collector roadway and also the north-south connection from 44th Avenue to the east-west collector and/or Valley View Apartments until such time that it is deemed necessary by this Council to install said roadway(s) to improve traffic operations or public safety on 44th Avenue, 60th Street, 70th Street, or other public or private access ways within or adjacent to the development.

Section 6 - That the foregoing amendment to the Moline Zoning Ordinance was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning Ordinance, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

Section 7 - That this Ordinance shall be in full force and effect from and after passage; approval; and, if required by law, publication in the manner provided by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

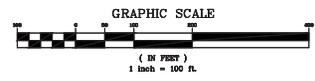
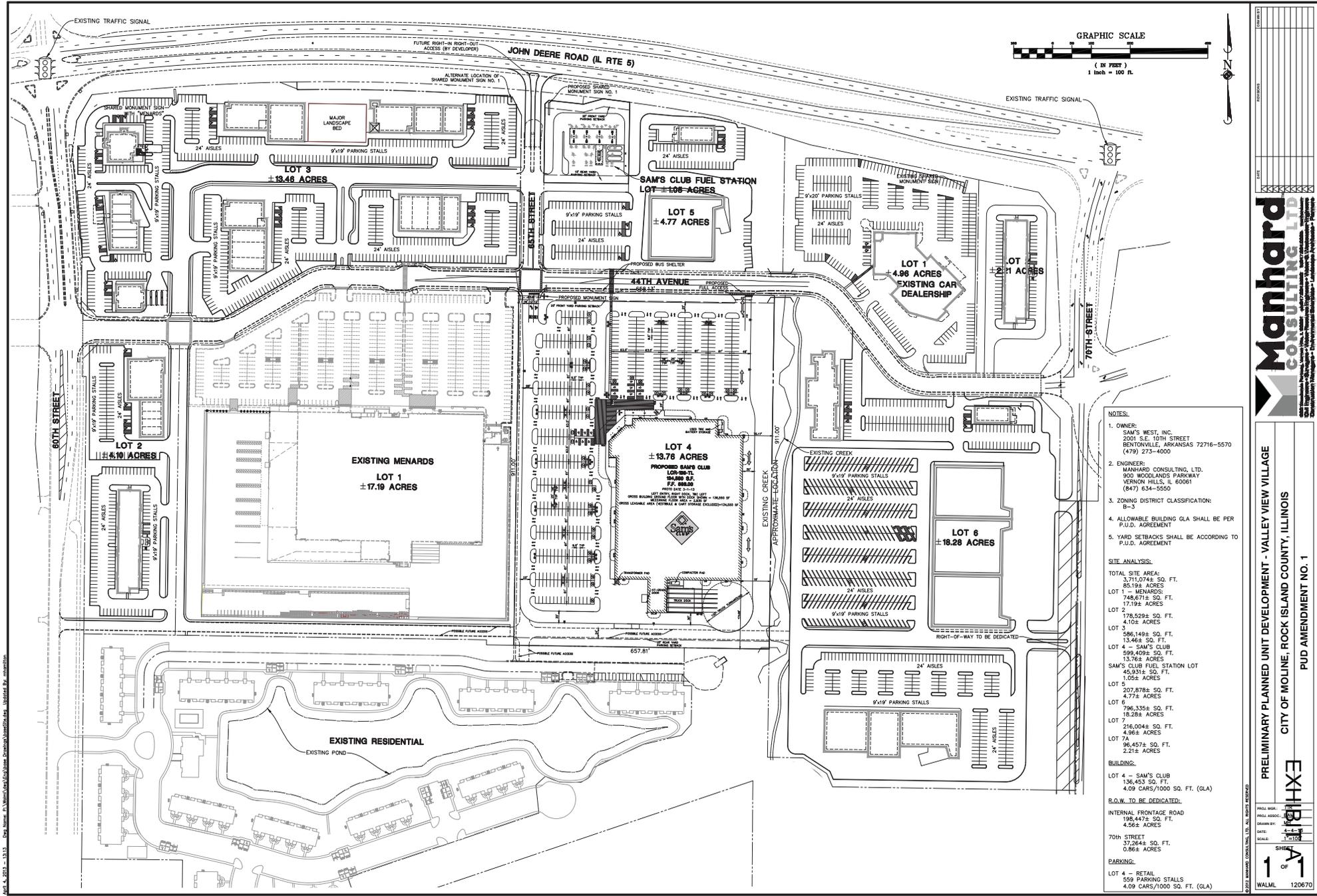
Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

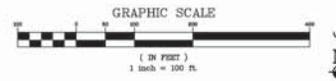
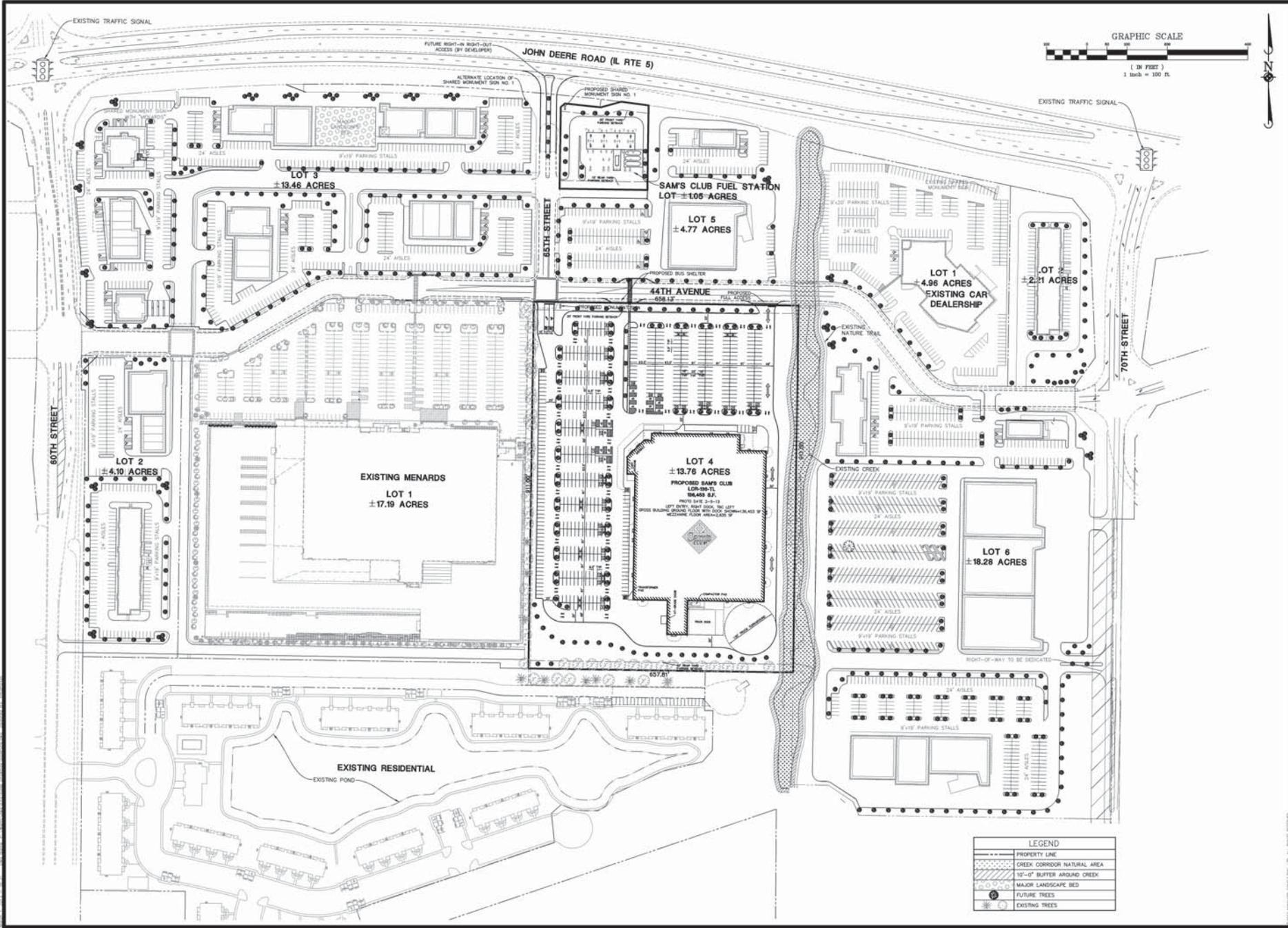


- NOTES:**
- OWNER:
SAM'S WEST, INC.
2001 S.E. 10TH STREET
BENTONVILLE, ARKANSAS 72716-5570
(479) 273-4000
 - ENGINEER:
MANHARD CONSULTING, LTD.
900 WOODLANDS PARKWAY
VERNON HILLS, IL 60061
(847) 634-5050
 - ZONING DISTRICT CLASSIFICATION:
B-3
 - ALLOWABLE BUILDING GLA SHALL BE PER P.U.D. AGREEMENT
 - YARD SETBACKS SHALL BE ACCORDING TO P.U.D. AGREEMENT
- SITE ANALYSIS:**
- TOTAL SITE AREA:
3,711,074± SQ. FT.
85.19± ACRES
- LOT 1 - MENARDS:
748,671± SQ. FT.
17.10± ACRES
- LOT 2
178,529± SQ. FT.
4.10± ACRES
- LOT 3
586,149± SQ. FT.
13.46± ACRES
- LOT 4 - SAM'S CLUB
999,409± SQ. FT.
22.88± ACRES
- SAM'S CLUB FUEL STATION LOT
45,331± SQ. FT.
1.03± ACRES
- LOT 5
207,878± SQ. FT.
4.77± ACRES
- LOT 6
796,335± SQ. FT.
18.28± ACRES
- LOT 7
216,004± SQ. FT.
4.96± ACRES
- LOT 7A
98,457± SQ. FT.
2.21± ACRES
- BUILDING:**
- LOT 4 - SAM'S CLUB
136,453 SQ. FT.
4.09 CARS/1000 SQ. FT. (GLA)
- R.O.W. TO BE DEDICATED:**
- INTERNAL FRONTAGE ROAD
198,447± SQ. FT.
4.56± ACRES
- 70th STREET
37,264± SQ. FT.
0.86± ACRES
- PARKING:**
- LOT 4 - RETAIL
559 PARKING STALLS
4.09 CARS/1000 SQ. FT. (GLA)

PRELIMINARY PLANNED UNIT DEVELOPMENT - VALLEY VIEW VILLAGE
 CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS
 PUD AMENDMENT NO. 1

Manhard CONSULTING LTD.
 900 WOODLANDS PARKWAY
 VERNON HILLS, ILLINOIS 60061
 (847) 634-5050

EXHIBIT A
 1 OF 1
 WALML 120670



LEGEND	
[Symbol]	PROPERTY LINE
[Symbol]	CREEK CORRIDOR NATURAL AREA
[Symbol]	10'-0" BUFFER AROUND CREEK
[Symbol]	MAJOR LANDSCAPE BED
[Symbol]	FUTURE TREES
[Symbol]	EXISTING TREES

PRELIMINARY PLANNED UNIT DEVELOPMENT - VALLEY VIEW VILLAGE
 CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS
 CONCEPTUAL LANDSCAPE PLAN

Manhard CONSULTING LTD.
 500 Westmoreland • Chicago, IL 60606 • 773.233.1100
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Engineers • Landmarks Architects • Planners

EXHIBIT A
 1 of 8
 WALM 120670

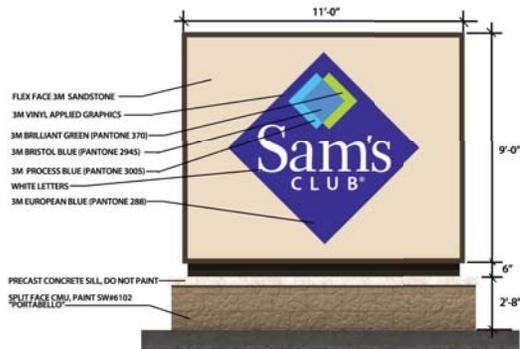
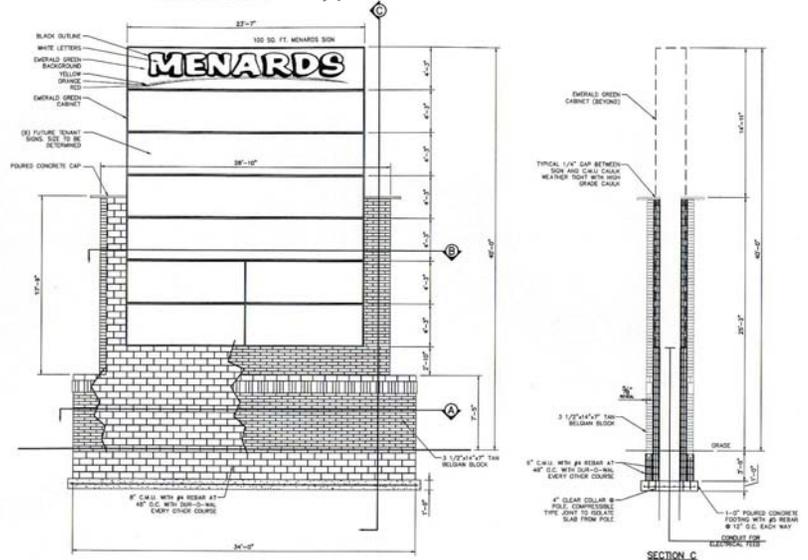


Sign "A" (typ of 2) Menards Panel 100 S.F.
 Sam's Club Panel 100 S.F.
 Existing Shared Multi-Tenant Monument

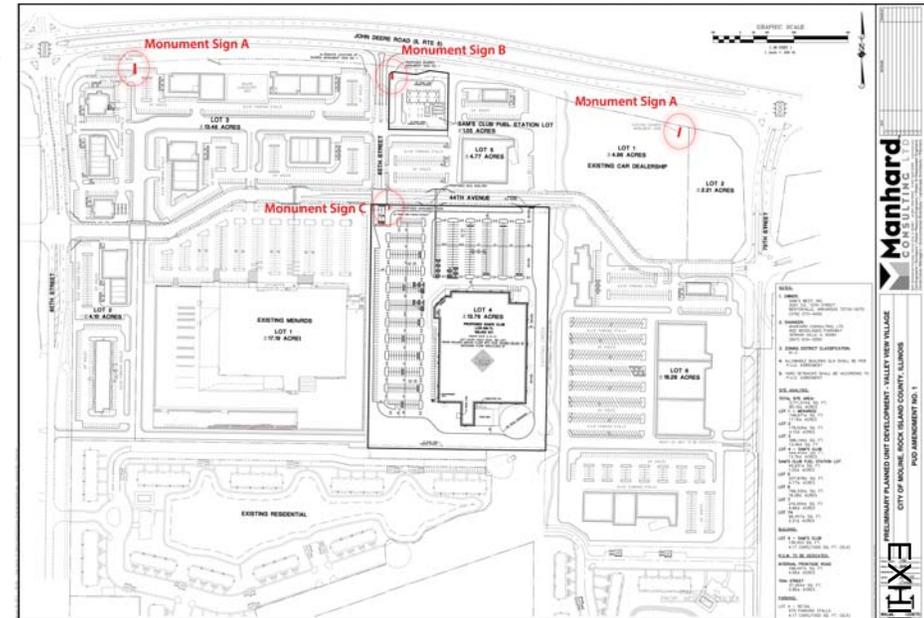


Sign "B" Sam's Club Panel 100 S.F.
 Menards Panel 100 S.F.
 Proposed Shared Multi-Tenant Monument

Construction Detail (Typ of all 3 shared tenant monuments)



Sign "C" Sam's Club Panel 90 S.F.
 Proposed Single Tenant Monument



I MARCH 2013 Moline, IL #4061

Site Signage

FOR AHJ REVIEW - CLIENT APPROVED
 Building images shown are an artistic representation of the design intent. Actual color or materials may vary from those shown due to final design detailing.
 NOT FOR CONSTRUCTION

Shade Lawrence O'Quinn
EXHIBIT A

**PROJECT NARRATIVE AND DESCRIPTION
VALLEY VIEW PUD AMENDMENT NO. 1
MOLINE, ILLINOIS
MARCH 1, 2013**

Sam's Real Estate Business Trust (Sam's Club), as the contract purchaser, proposes to develop the property within Valley View Village, along the south side of John Deere Road between 60th and 70th streets. The subject property will be developed on the 13.75 acre site to the immediate east of the existing Menards, within the approximate 85 acre Planned Unit Development (PUD) site. The newly constructed roadway (44th Avenue) provides an east-west connection between 60th and 70th Streets. 65th street will provide a right in/right out access from the east-bound lanes of John Deere Road and will run north and south, ultimately connecting 44th Avenue and John Deer Road. A Sam's Club Fuel Station is proposed to be located at the southeast corner of John Deer Road and 65th Street. The current property is entirely vacant, with the exception of the creek along the east boundary of the Sam's Club parcel. The property is currently zoned B-3 and is subject to the previous preliminary PUD approval Ordinance No. 3033-2010.

The referenced site is bordered on the south by the Pcdor multi-family residential development, which serves as the residential component of the previous mixed-use PUD approval. Similar to the previous proposal, Sam's Club envisions a variety of uses for the PUD site including restaurant, specialty retail, large scale retail, hotel, bank, and office components. In combination with the residential development to the south, this commercial and office center will comply with the vision for the *Rock River Corridor Plan* for a mixed-use "village" for this area. As with the previous proposal for the site, Sam's Club also utilized the *Rock River Corridor Plan* as the basis for the overall theme and design framework for this development. The project concept plan proposes internally orientated buildings, an internal street network, pedestrian and bike friendly access points and routes, preservation of existing natural resources within the creek corridor, extensive additional landscaping and open spaces, and architectural design elements. The project also recognizes the neighboring land uses by proposing predominantly office, bank and hotel uses in the northeast portion of the site, closest to John Deere Corporate Headquarters and Black Hawk College, and proposing to utilize property adjacent to the Farm and Fleet development, to the west, mainly for retail development. The proposed bus stops on 44th Avenue will prove to be beneficial in the encouragement of public transportation use.

The project includes extensive infrastructure improvements and extensions that will benefit the City and adjacent property owners, ultimately providing water and sanitary sewer service east to 70th Street. Construction for commercial use is completed for the Menards, at the southwest corner of 65th Street and 44th Avenue, and for Green Hyundai, southwest of John Deere Road and 70th Street. An installment of residential housing has also already been constructed to the south of the Menards and Proposed Sam's Club, previously referenced as Pcdor multi-family residential development.

Council Bill/Special Ordinance No.: 4015-2013

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Amendment to the Agreement for Sale of Real Estate between the City of Moline and Agustin Martinez and Yesenia Martinez (“Buyers”) for City-owned property at 307 16th Avenue, Moline, and to do all things necessary to convey said property to the Buyers.

WHEREAS, the City Council passed Special Ordinance 4008-2013 on March 5, 2013, declaring City-owned property at 307 16th Avenue, Moline, as surplus property and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey said property to Agustin Martinez and Yesenia Martinez; and

WHEREAS, the Buyers’ lender obtained an appraisal which valued the property at an amount substantially less than the purchase price; and

WHEREAS, the Buyers have offered to amend the Agreement for Sale of Real Estate by lowering the purchase price to \$29,000.00; extending the date to close to on or before April 30, 2013; removing the requirement that the City install a central air conditioning unit; and removing the radon inspection and the rider requiring the City pay for radon mitigation if needed; and

WHEREAS, all other terms of the Agreement shall remain the same; and

WHEREAS, City staff recommends approving these amendments so that the sale of this property can proceed to closing and subsequent repair and restoration of a blighted property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the Mayor and City Clerk are hereby authorized to execute an Amendment to the Agreement for Sale of Real Estate between the City of Moline and Agustin Martinez and Yesenia Martina for 307 16th Avenue, Moline, and to do all things necessary to convey said property to them, in return for payment of \$29,000.00; provided, however, that said Amendment is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney



REAL ESTATE PURCHASE AGREEMENT
 For the Exclusive Use of Members of the Quad City Area REALTOR® Association
 This is a legally binding contract when fully executed by all parties.

Date Agreement Written: February 7, 2013

Listing Agent: Patty Casas

Buyer's Agent: Amy Karnavas

Office: Keller Williams

Office: 1-74

Disclosure Confirmations:

A. Agency: An agency disclosure must be made at the time specific assistance is provided to Buyer or Seller. By signing below, Buyer and Seller confirm that prior informed written disclosure of agency representation was provided to them, that they understand said representation and that the disclosure was provided prior to signing. Buyer and Seller acknowledge and agree that:

CHECK ONE:

The Listing Agent is representing the Seller and the Buyer's Agent is representing the Buyer.

The undersigned confirm that they have previously consented to _____ (Licensee), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

Buyer Initial _____ Date _____

Seller Initial _____ Date _____

Buyer Initial _____ Date _____

Seller Initial _____ Date _____

The Buyer's Agent is representing the Buyer only.

The Listing Agent is representing the Seller only.

B. Seller Property Disclosure. If this agreement is for a 1 to 4 unit residential property and required by law, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Buyer making a written offer. By signing below, Buyer confirms that Buyer [] has [] has not received and read Seller's Property Disclosure Statement. [✓] Not Applicable.

C. Lead-Based Paint Disclosure. If this agreement is for a residential property built prior to 1978, Seller must provide Buyer with (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer [] has [✓] has not received and read the above described documents. [] Not Applicable.

D. Illinois Radon Disclosure. (for Illinois properties only) By signing below, Buyer confirms that Buyer [] has [✓] has not received and read radon disclosure. [] Not Applicable.

E. Seller and Buyer request that Broker select, prepare, and complete documents allowed by law or rule, and may contact their client by telephonic or electronic communication.

[Signature] 2-7-13
 Buyer Date

Donald P. Helward 3-5-2013
 Seller mayor Date

Yesenia Martinez 2-7-13
 Buyer Date

[Signature] 3-5-2013
 Seller city clerk Date

DW

(Seller) City of Moline

The undersigned (Buyer) Agustin Martinez

Yesenia Martinez

hereby offers to purchase for the total sum of \$ 29,000 the real estate located at;

307 16th Street Avenue -/- Moline IL 61265

and legally described as follows:

Supvr Asst Lot 226 Sheet 8

Earnest Money

Buyer hereby deposits the sum of \$ 100, in the form of [] cash [] check, in escrow with Keller Williams ("Escrow Agent") as Earnest Money, to be applied to the purchase price at closing. Broker will hold money in a special, non-interest bearing escrow account if an Illinois property or a special interest bearing escrow account if an Iowa property, with the interest being forwarded to the REALTOR® Foundation of Iowa, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller. In the event any contingency is not met by the date contained in such contingency, Seller recognizes the Earnest Money will be returned to Buyer, upon agreement in writing by both parties, and this Agreement shall be void. In the event of a default by Buyer hereunder, the Earnest Money shall be paid to Seller as provided in Paragraph 18. **Earnest money will not automatically be returned or paid to any party.** In the event of any dispute as to the retention or return of the Earnest Money, the Escrow Agent shall only take such action with respect to the Earnest Money as agreed in writing by the parties, as ordered by a court of competent jurisdiction, or pursuant to Iowa Administrative Rule 139E - 13.1 or Illinois 225 ILCS 454/20-20 (h) (8). Seller and Buyer agree to indemnify, defend and hold harmless the Escrow Agent from and against any and all liabilities and claims arising out of duties as Escrow Agent.

The balance of the purchase price shall be paid as follows:

 A. By payment of the sum of \$ at closing, with evidence of such funds to be provided to Seller within business days of Seller's acceptance of the Agreement. If such evidence is not so provided to Seller, this Agreement shall be null and void and the Earnest Money returned to Buyer; or

B. Sale subject to financing. This Agreement is subject to Seller receiving from Buyer's lender by **February 7**, 20 **13** a written statement of pre-approval confirming that Buyer has credit-worthiness. This Agreement is also contingent upon Buyer providing a **Conventional** written loan commitment on the property in the amount of **95% LTV** no later than **March 21, 2013**. If Buyer has made timely application and a loan commitment cannot be obtained by Buyer within the time provided, or if Buyer's lender does not provide such written statements, this Agreement shall be null and void and all Earnest Money shall be returned to Buyer.

In addition, the sale and purchase of the property shall be subject to the following terms and conditions:

Buyer request that that all items on the spec bid sheet dated 10/31/12 be completed.

Property purchase will be subject to final inspection by city and buyer's.

AM / YM Buyer's
Initial(s)

 / Seller's
Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

1. **Closing and Possession.** Closing shall be on a mutually agreed upon date but not later than April 30, 2013. Seller shall deliver possession concurrently with closing, UNLESS possession should occur after closing, in which case, Seller shall deliver possession to Buyer not later than **closing**. Per diem liquidated damages in the amount of \$0 shall be paid by the Seller to the Buyer for each day the delivery of possession is beyond the agreed possession. In either event:

- (a) Possession shall be deemed delivered when Seller has vacated the property and delivers the keys to either the Buyer or the Buyer's Agent.
- (b) Necessary timely legal notices to tenants, if any, shall be given by Seller unless otherwise agreed to by the parties.
- (c) If Seller shall fail for any reason whatsoever to vacate said property on the date set forth above, the Buyer shall, in addition to all other remedies, have the right to commence any legal action or proceeding to evict and remove the Seller from the property with Seller hereby agreeing to reimburse the Buyer for all damages, reasonable attorney fees and expenses incurred by the Buyer in the enforcement of the Buyer's rights under this Agreement.

The parties agree, that nothing contained herein is intended to create a landlord and tenant relationship between them.

2. **Subject to Sale.** This offer is expressly made contingent upon Buyer entering into a binding Contract for the sale of Buyer's existing residence located at _____ by 12:00 midnight on _____, 20____ and the subsequent closing of the same. Buyer agrees to list said residence for sale with a licensed real estate firm of Buyer's choice within _____ hours of acceptance of this Agreement, and to proceed with all due diligence to procure a binding Contract. In the event Buyer does not enter into a binding Contract for the sale of such existing residence by the date specified, this offer shall become null and void and the Earnest Money deposit refunded to Buyer.

3. **Option Hour Clause.** Due to the _____ contingency in Buyer's offer, it is mutually agreed that Seller may continue to offer the subject property for sale. In the event another offer which Seller wishes to accept is tendered on the subject property, Seller shall deliver to Buyer, or Buyer's Agent, written notification of Seller's intent to accept said offer and Buyer shall then have _____ hours, inclusive of weekends and holidays, from the time notification is received to eliminate _____ contingency to their offer. If the above Buyer fails to eliminate said contingency within the _____ hour period, this offer shall become void and Buyer thereby relinquishes all claim on the subject property and the Earnest Money will be refunded to Buyer.

4. **Subject to Closing.** This Agreement is expressly subject to Buyer closing the sale of Buyer's property at _____ on or before _____, 20____. If Buyer's home does not close on or before the above date, this offer will be null and void and the Earnest Money returned to Buyer.

5. **Appraisal.** Subject Property must be appraised by a state licensed or certified appraiser retained by Buyer or Buyer's lender, at or above sale price. Buyer agrees to proceed with all due diligence to obtain appraisal and agrees to provide Seller with copy of such appraisal, if appraised value is lower than the sale price. Seller may give notice to Buyer within 3 business days of receipt of appraisal, that Seller is unilaterally lowering the purchase price to equal the appraised value as determined by the appraisal and Buyer shall continue to be bound to complete this transaction, otherwise this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer.

6. **Taxes, Dues, Special Assessments.** All real estate taxes and association dues shall be prorated between Buyer and Seller as of the date of closing. Any proration of real estate taxes shall be in accordance with standards adopted by the county bar association of the county where the real estate is located. Seller shall pay all special assessments that are a lien on the property as of the date of closing, and also all special assessments to be levied for improvements completed. Further, Seller shall pay all assessments of improvements for which Seller has received written notice or resolution prior to the date of this Agreement. All other assessments shall be paid by Buyer. Utility charges will be adjusted by the parties by appropriate meter readings at or about the time of delivery or possession.

AM / VM Buyer's
Initial(s)

 / Seller's
Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

7. **Proration.** The following items, if applicable, shall be prorated as follows:
- A. Rent, if any, (with transfer in full of any security/damage deposit) at date of closing;
 - B. Other income and operation expenses, if any, at date of closing;
 - C. Proration of LP tank rental and remaining gas at date of possession;
 - D. Fees related to property (i.e. Association fees, water fees) at date of possession.
8. **Condition of Property upon transfer.** Buyer acknowledges that Buyer has inspected the property, is acquainted with the condition thereof, and accepts the same under one of the following terms:

Buyer to check 1 or 2

1. "As Is" condition;
 2. "As Is" except Seller affirms the heating and air conditioning system, electrical system, plumbing system, septic system (if applicable), all built-in appliances, and other mechanical equipment, included as part of the purchase price, will be in working condition as of the date of possession with the following exceptions: (if none, so state) none
 In the event the condition of the air conditioning system cannot be determined on the date of possession, due to the season of the year, the affirmation on it shall be extended for 0 days following closing so that the air conditioning system can be properly tested. The affirmation contained herein shall survive the closing of the transaction. Notice of breach of warranty must be served upon Seller, Seller's Attorney, or Listing Agent within 48 hours after the date of possession or, if concerning the air conditioning system, within the extended term. Failure to give written notice within the specified period shall constitute a waiver of the right to recover for damages.

The property, as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by Seller in its present condition until possession, ordinary wear and tear excepted. Buyer shall be permitted to perform a walk-through inspection of the property prior to possession or closing, whichever takes place first, in order to determine that there has been no change in the condition of the property.

9. **Inspections.** Within seven (7) business days of acceptance of this Agreement, Buyer has the right to obtain any inspection(s) of the property by licensed inspector(s) qualified in such matters, as checked below. If Buyer fails to obtain inspections within seven (7) business days of acceptance of this Agreement, the inspection contingency shall be considered waived. Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such inspection(s) and request any additional inspections reasonably related to such deficiency. Within three (3) business days after receipt of request for additional inspections, the parties may, but are not required to, agree by amendment to terms and timetable for such additional inspection(s). Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such additional inspection. Within three (3) business days after the final notice of deficiencies, Seller may agree to remedy all of the deficiencies and then the contract will remain in full force and effect. In the event the Seller does not agree to remedy all deficiencies, the parties may, but are not required to, agree by amendment to terms necessary to remedy any deficiency revealed by any inspection. If terms of this amendment are not met, this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer. The parties agree the following indicated inspections shall be made on the property:

Type of Inspection	To be paid by:	Type of Inspection	To be paid by:	Type of Inspection	To be paid by:
<input type="checkbox"/> Asbestos	_____	<input type="checkbox"/> Pool	_____	<input type="checkbox"/> Survey	_____
<input type="checkbox"/> Central Air	_____	<input checked="" type="checkbox"/> Radon	<u>buyer</u>	<input type="checkbox"/> Well Water Test	_____
<input type="checkbox"/> Electrical	_____	<input checked="" type="checkbox"/> Roof Shingles	_____	<input type="checkbox"/> Well	_____
<input type="checkbox"/> Flood Certification	_____	<input checked="" type="checkbox"/> Entire Roof	_____	<input type="checkbox"/> Whole House with Radon	_____
<input type="checkbox"/> Foundation	_____	<input type="checkbox"/> Septic	_____	<input type="checkbox"/> Whole House without Radon	_____
<input type="checkbox"/> Furnace	_____	<input type="checkbox"/> Septic opening and closing both inlet and outlet	_____	<input checked="" type="checkbox"/> Other	<u>city inspec.</u>
<input type="checkbox"/> Mold	_____	<input type="checkbox"/> Sewer Line	_____		
<input type="checkbox"/> Plumbing	_____				

- Buyer waives all inspections
 Buyer waives all inspections except Wood Infestation Inspection.

once completed

10. **Home Warranty.**

1. It is agreed that the _____ (Seller/Buyer) shall provide a one (1) year _____ Home Warranty policy on the property at a cost of \$ _____.
2. There shall be no home warranty provided on this property. Buyer understands the Seller does not warrant any system unless otherwise covered within this agreement.

AM Buyer's Initial(s)

DP Seller's Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

11. Wood-Infestation Report. A. (Buyer) B. (Seller) C. (Not applicable) shall, at their expense, have the property inspected for termites or other wood destroying insects by a licensed pest inspector at least five (5) business days prior to closing, but no more than 30 days. **IF ACTIVE INFESTATION IS FOUND OR TREATMENT IS RECOMMENDED, THE PROPERTY SHALL BE TREATED AT THE SELLER'S EXPENSE.** If damage due to infestation, either present or prior, is discovered, the property shall be repaired at Seller's expense, providing that the cost of such repairs does not exceed \$ 1000.

If such repairs exceed the aforesaid amount, Buyer either agrees to pay the cost of repairs in excess of the aforesaid amount or declares this Agreement to be null and void, and the Earnest Money shall be refunded to Buyer. All reports, notifications, agreements, and elections under this paragraph shall be in writing and given as soon as practicable prior to closing.

12. Fixtures. All fixtures presently installed on the property, including but not limited to: window shades and blinds, rods, brackets, and awnings; all attached carpeting; existing storm and screen windows and doors; all attached cooling, heating, plumbing and electrical systems; all planted vegetation; sump pump; ceiling fans; and garage door openers and all remote units, fencing and transmitters shall be left by the Seller in or upon the property exactly as they are as of the date of this Agreement and shall be deemed a part of the real estate and, title thereto shall pass to the Buyer at closing, with the following exceptions:

Any "fixtures" reserved by the Seller must be removed by the Seller prior to possession and are excluded from this Agreement. Seller agrees to remove all debris and all personal property not included herein from the property by possession date.

13. Evidence of Title. If the property is located in Iowa, the Seller shall deliver a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located.

If the property is located in Illinois, the Seller shall either deliver: (a) a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located, or; (b) a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the property is located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Buyer's name for the amount of the purchase price.

If title evidence discloses exceptions other than those permitted under the rules for examination of title adopted by the local County Bar Association, Buyer or Buyer's Attorney shall give written notice of such exceptions to Seller within 30 days of receipt of the title commitment or abstract of title. Seller shall have 30 days to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Agreement in which case Buyer shall be entitled to refund of the Earnest Money. In Illinois, furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception. In Iowa, furnishing an Iowa Title Guaranty policy insuring over an exception shall constitute a cure of such exception.

14. Conveyance of Title and Documents of Sale: At closing Seller shall deliver either:

- (a) A warranty deed or fiduciary's deed, if applicable, to Purchaser, or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens; or
- (b) In the event that Seller Financing applies to this agreement, then the executed Agreement for Deed or Contract for Deed shall be delivered and exchanged at closing.

AM N.M. Buyer's
Initial(s)

DW J.M.K. Seller's
Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

15. **Insurance/Risk of Loss:** Seller shall bear the risk or loss of damage to the property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing. Provided, however, Buyer shall have the option to complete the closing and receive all insurance proceeds regardless of the extent of the damage. If property is located in the State of Illinois, this agreement shall be subject to the Illinois Uniform Vendor and Buyer Act.
16. **Dwelling Code Violations:** Seller expressly warrants that, prior to the execution of this instrument, Seller has not received any notice by any city, village, or governmental authority of any existing dwelling code violations in the dwelling structure upon the property herein described.
17. **Entire Contract:** This Agreement including any riders indicated in paragraph 21 constitutes the entire Agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and on any riders attached. This Agreement may be modified only by amendment or initialed and dated where modified.
18. **Defaults/Remedies:**
- (a) If Buyer fails to make any payment or to perform any obligation imposed upon Buyer by this Agreement, Seller may serve written notice of default upon Buyer, Buyer's agent, or Buyer's attorney and if such specified default is not corrected within five (5) business days thereafter, Seller, subject to the terms of any listing agreement, may accept the Earnest Money and any additional down payment as damages or may pursue any available legal remedy including specific performance.
 - (b) In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Buyer may serve written notice of default upon Seller, Seller's agent, or Seller's attorney and if such default is not corrected within five (5) business days thereafter, Earnest Money and any additional down payment deposit shall be refunded to Buyer without prejudicing the Buyer's right to any available legal remedy including specific performance.
 - (c) In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of the default.
19. **Notice:** All notices required pursuant to this Agreement shall be in writing and signed by the party or the party's agent (an "agent" shall be any person or persons designated in writing as such by a party and any attorney representing said party) and shall be given to the other party or that party's agent by:
- (a) Personally served upon the other party or that party's agent, in which case notice shall be effective upon the date of delivery;
 - (b) By electronic transmission to the other party or that party's agent, in which case notice shall be effective on the date of the electronic transmission; or
 - (c) Certified or registered mail, return receipt requested, and sent to the address of the party set forth herein, in which case notice shall be effective on the date of mailing.
- Notice to any one party of a multiple person party shall be sufficient notice to all.
20. **Electronic Transmission:** For the purpose of negotiating and finalizing this Agreement, any document transmitted electronically shall be treated in all manner and respects as an original document. The signature of any party shall be considered an original signature and any such electronic document shall be considered to have the same binding legal effect as an original document.

AM / VM Buyer's
Initial(s)

DW / JAK Seller's
Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

21. General Provisions.

(a) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing.

(b) Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

22. Other Provisions. All other provisions, if any, shall be by addendum/riders in this Agreement. Addendum/riders attached:

Redon rider V.M. AM

23. Acceptance. When accepted, this Agreement shall become a binding Contract for the sale and purchase of the above described property. If this Agreement is not accepted by the Seller on or before presentation, it shall become null and void and the Earnest Money shall be refunded to Buyer without liability on the part of said agent to either party.

This is a legally binding Contract. If not understood, consult with legal counsel of your choice. Receipt of a copy of this Agreement is acknowledged by the parties hereto. This Agreement has been read and executed on the dates beside all signatures.

SELLER HEREBY

- Accepts
- Rejects

Counters - in the event of counters all parties agree to initial and date all changes to the contract and/or to execute and attach Addendums/Riders/Amendments to this purchase agreement.

Date of Final Acceptance by all parties _____, 20____

Agent representing the party executing final acceptance shall provide the date upon which the parties agreed to all terms.

Agustin Martinez 2-7-13
Buyer Date

Agustin Martinez
Buyer Printed Name

Yesenia Martinez 2-7-13
Buyer Date

Yesenia Martinez
Buyer Printed Name

1315 19th Street
Buyer Address

East Moline, IL 61244
Buyer City, State, Zip

Donald P. Whitman 3-5-13
Seller Mayor Date

City of Moline
Seller Printed Name

Nancy Koranda
Seller Date

Tracy A. Koranda City Clerk
Seller Printed Name

619 116th Street
Seller Address

Moline, IL 61265
Seller City, State, Zip