



# MOLINE CITY COUNCIL AGENDA

Tuesday, May 7, 2013

6:30 p.m.

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

City Hall

Council Chambers – 2<sup>nd</sup> Floor

619 16th Street

Moline, IL

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## 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		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

## APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of April 23, 2013.

## RESOLUTIONS

### 1. Council Bill/Resolution 1056-2013

A Resolution authorizing the Mayor and City Clerk to accept a Deed of Dedication for a Storm Sewer and Drainage Easement through 1854 31<sup>st</sup> Street Parcel No. 07-1576.

**EXPLANATION:** A storm sewer and drainage easement is necessary through 1854 31<sup>st</sup> Street to facilitate the reconstruction of 31<sup>st</sup> Street north of Avenue of the Cities. This Deed of Dedication conveys and dedicates the easement.

**FISCAL IMPACT:** Rock Island County recording fees.

**PUBLIC NOTICE/RECORDING:** Recorded by Engineering Department

### 2. Council Bill/Resolution 1057-2013

A Resolution approving a Local Agency Agreement for Federal Participation for Motor Fuel Tax Section 12-00254-00-RS, 12<sup>th</sup> Avenue, 19<sup>th</sup> – 34<sup>th</sup> Streets.

**EXPLANATION:** In 2013, the City of Moline will receive Federal transportation funds through the Illinois Department of Transportation in an amount not to exceed \$840,000.00 to resurface 12<sup>th</sup> Avenue from 19<sup>th</sup> to 34<sup>th</sup> Streets. The Federal funds require a 20% local match. The 2013 Capital Improvement Program (CIP) includes \$210,000.00 in Motor Fuel Tax (MFT) funds to fund the local match. Approving this Agreement provides acknowledgement to IDOT that the City has sufficient funds set aside to fund the local match, all participating construction costs above the maximum federal contribution, and all non-participating construction costs.

**FISCAL IMPACT:** Motor Fuel Tax funds are budgeted and available for this project.

**PUBLIC NOTICE/RECORDING:** N/A

**3. Council Bill/Resolution 1058-2013**

A Resolution approving a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 12-00254-00-RS, 12<sup>th</sup> Avenue, 19<sup>th</sup> – 34<sup>th</sup> Streets, in the amount of \$210,000.00.

**EXPLANATION:** A Resolution for Improvement is necessary to use budgeted MFT funds for the Avenue of the Cities resurfacing project.

**FISCAL IMPACT:** \$210,000.00 is budgeted in Account #220-9835-436.08-10, MFT, for this project  
**PUBLIC NOTICE/RECORDING:** N/A

**4. Council Bill/Resolution 1059-2013**

A Resolution authorizing approval of a Sole Source Purchase from Republic Electric for 5<sup>th</sup> Avenue Streetlights.

**EXPLANATION:** The 5<sup>th</sup> Avenue Streetscaping Plan approved by Council several years ago is being incorporated into the 5<sup>th</sup> Avenue reconstruction projects. Among the streetscaping items to be included in this year's project are LED streetlights that will match the streetlights installed as part of the 2010 and 2012 5<sup>th</sup> Avenue projects. Republic Electric is the local distributor for the streetlights and proposes to supply 64 streetlights for this year's project at 2010 pricing levels for \$255,700.00.

**FISCAL IMPACT:** Downtown SSA funds will be used for this purchase.  
**PUBLIC NOTICE/RECORDING:** N/A

**5. Council Bill/Resolution 1060-2013**

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the "Komen Quad Cities Race for the Cure" scheduled for Saturday, June 8, 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

**6. Council Bill/Resolution 1061-2013**

A Resolution authorizing a grant from the Tourism Tax Fund to fund \$6,500.00 to the Quad Cities Convention & Visitors Bureau to support the "International Softball Congress (ISC) World Tournament."

**EXPLANATION:** This is men's fastpitch softball tournament to be held at Greenvalley Sports Complex. One hundred teams from the United States, Canada and beyond will compete in this nine day championship event.

**FISCAL IMPACT:** Funds are available in the 2013 Tourism Tax Fund  
**PUBLIC NOTICE/RECORD:** N/A

**7. Council Bill/Resolution 1062-2013**

A Resolution authorizing the Mayor and City Clerk to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$27,000.00 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Quad City Multi-Modal Station Redevelopment Project Area.

**EXPLANATION:** This Agreement provides the necessary technical/professional services required to establish the TIF district for the Quad City Multi-Modal Station Redevelopment Project Area for

consulting services in an amount not to exceed \$27,000.00 to explore the feasibility of creating a new tax increment financing district and establishing a tax increment finance redevelopment project area for said project.

**FISCAL IMPACT:** Cost to be reimbursed by Developer

**PUBLIC NOTICE/RECORDING:** N/A

**8. Council Bill/Resolution 1063-2013**

A Resolution authorizing the Mayor and City Clerk to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$27,000.00 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Riverbend Commons Redevelopment Project Area.

**EXPLANATION:** This Agreement provides the necessary technical/professional services required to establish the TIF district for the Riverbend Commons Redevelopment Project Area for consulting services in an amount not to exceed \$27,000.00 to explore the feasibility of creating a new tax increment financing district and establishing a tax increment finance redevelopment project area for said project.

**FISCAL IMPACT:** Cost to be reimbursed by Developer

**PUBLIC NOTICE/RECORDING:** N/A

**9. Council Bill/Resolution 1064-2013**

A Resolution authorizing the Mayor and City Clerk to execute a First Amendment to the Redevelopment and Economic Incentive Agreement between the City of Moline and Key Auto Mall, Inc.

**EXPLANATION:** The approved Agreement inaccurately set the Incentive Base using all sales for the dealership that includes those sales that are not taxed in Illinois due to the residency of the vehicle buyer. In addition, the Dealership Owners have revised the Phase II development plans to include demolition and new construction rather than remodeling of an existing building. This amendment will revise the Base to the correct figure for sales to Illinois residents only and to permit an extension for completion of the revised Phase II Development.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**10. Council Bill/Resolution 1065-2013**

A Resolution providing for a feasibility study on the designation of a portion of the City of Moline as a redevelopment project area 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.

**EXPLANATION:** This Resolution is required to begin the process to implement tax increment financing (TIF) for the Quad City Multi-Modal Station. 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 allows the City to recover these expenditures from first proceeds of the TIF program, if established.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**11. Council Bill/Resolution 1066-2013**

A Resolution providing for a feasibility study on the designation of a portion of the City of Moline as a redevelopment project area 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.

**EXPLANATION:** This Resolution is required to begin the process to implement tax increment financing (TIF) for Riverbend Commons. 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 allows the City to recover these expenditures from first proceeds of the TIF program, if established.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**12. Council Bill/Resolution 1067-2013**

A Resolution amending an Intergovernmental Agreement between the Cities of Moline, East Moline, Silvis, Rock Island County and the Village of Milan, which established an Enterprise Zone now called the “Illinois Quad City Enterprise Zone” by changing the zone boundaries to add territory to the Illinois Quad City Enterprise Zone; and authorizing the Mayor and City Clerk to execute the amended Intergovernmental Agreement.

**EXPLANATION:** This item expands the Illinois Quad City Enterprise Zone boundaries by adding approximately 2.58 acres (.004 sq. miles) of additional territory. The project will facilitate Trimble Pointe. Trimble Pointe will consist of a new funeral home and cremation center as well as CityView, a full service reception center. The project will retain 10 full and part time employees and create up to 25 additional full and part time positions. The public hearing for the zone’s expansion was Tuesday, April 23, 2013.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** State of Illinois records documents upon final approval of Enterprise Zone.

**13. Council Bill/Resolution 1068-2013**

A Resolution authorizing the Police Chief/Public Safety Director to execute an Intergovernmental Training Use Agreement allowing the police tactical unit to conduct training drills at the Marseilles Training Center in Marseilles, Illinois, and indemnifying the Illinois Department of Military Affairs from any loss or liability that might occur during the training. The term of the agreement is April 2013 through September 2013.

**EXPLANATION:** The police department would like to conduct Crisis Containment Unit tactical training at the Marseilles Training Center. The Illinois Department of Military Affairs has agreed to allow the training only upon receipt of an executed Intergovernmental Training Use Agreement stipulating terms for the use of the center and indemnifying them from any loss or liability that might occur during the training.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

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

## **OMNIBUS VOTE**

### **ITEMS NOT ON CONSENT**

#### **FIRST READING ORDINANCES**

##### **14. Council Bill/General Ordinance 3006-2013**

An Ordinance amending General Ordinance No. 88-3-2 related to the establishment of an Enterprise Zone in the City of Moline, Illinois, pursuant to an Intergovernmental Agreement with the Cities of East Moline, Silvis, Illinois, Rock Island County, Illinois and the Village of Milan, Illinois, by revising Section 3, Exhibits "A" and "B" to include new territory within the Illinois Quad Cities Enterprise Zone.

**EXPLANATION:** This item expands the Illinois Quad City Enterprise Zone boundaries by adding approximately 2.58 acres (.004 sq. miles) of additional territory. The project will facilitate Trimble Pointe. Trimble Pointe will consist of a new funeral home and cremation center as well as CityView, a full service reception center. The project will retain 10 full and part time employees and create up to 25 additional full and part time positions. The public hearing for the zone's expansion was Tuesday, April 23, 2013.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING :** State of Illinois records documents upon final approval of Enterprise Zone.

##### **15. Council Bill/Special Ordinance 4016-2013**

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 Young Life 5K Race to be held on Saturday, May 18, 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

##### **16. Council Bill/Special Ordinance 4017-2013**

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 Komen Quad Cities Race for the Cure 5K, 1.2 ML Run/Walk Special Event scheduled for Saturday, June 8, 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

### **MISCELLANEOUS BUSINESS**

#### **PUBLIC COMMENT**

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

### **EXECUTIVE SESSION**

Council Bill/Resolution No.: 1056-2013

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept a Deed of Dedication for a Storm Sewer and Drainage Easement through 1854 31<sup>st</sup> Street Parcel No. 07-1576.

\_\_\_\_\_

WHEREAS, a storm sewer and drainage easement is necessary through 1854 31<sup>st</sup> Street to facilitate the reconstruction of 31<sup>st</sup> Street north of Avenue of the Cities; and

WHEREAS, said Deed of Dedication conveys and dedicates the easement.

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

That the Mayor and City Clerk are authorized to accept a Deed of Dedication for a Storm Sewer and Drainage Easement Through 1854 31<sup>st</sup> Street Parcel No. 07-1576; provided, however, that said deed 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.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

May 7, 2013

\_\_\_\_\_  
Date

Passed: May 7, 2013

Approved: May 14, 2013

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Project #1178  
Parcel 07-1576

PERMANENT  
STORM SEWER AND DRAINAGE EASEMENT  
FOR  
CITY OF MOLINE, ILLINOIS

The undersigned owner:

**Samuel L. Brereton** (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **1854 31st Street**, Moline, Illinois, which is more particularly described in Exhibit "A," attached hereto and made a part hereof by reference thereto, to do any necessary work for storm sewer installation and maintenance, site grading and related work on said tract of land.

The Grantee herein shall prevent damage to the existing retaining wall due to construction of said storm sewer within the easement area.

The above represents a permanent agreement and shall be binding upon current and future owners of said tract of land.

SIGNED AND DELIVERED this 28<sup>th</sup> day of March, 2013.

GRANTOR(S):

Samuel L. Brereton  
Samuel L. Brereton

Samuel L. Brereton

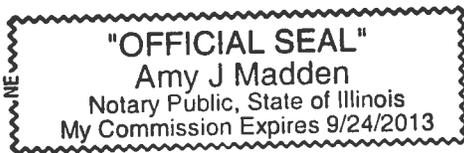
Prepared by and return to:  
Law Department, City of Moline, 619 – 16<sup>th</sup> Street, Moline, IL 61265

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ROCK ISLAND )

I, Amy J. Madden, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Samuel L. Brereton**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 28<sup>th</sup> day of March, 2013, in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28<sup>th</sup> day of March, A.D. 2013.

(seal)



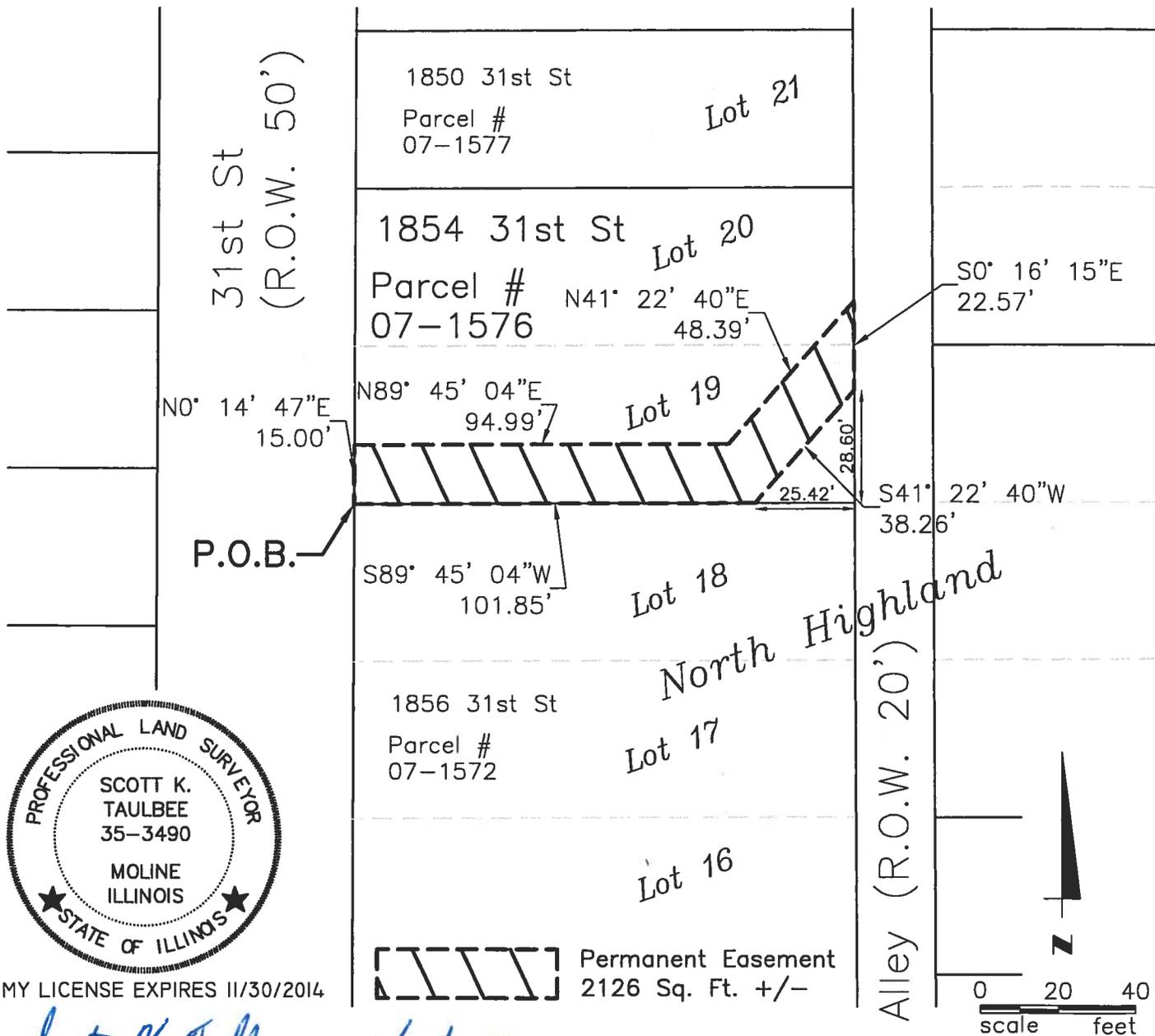
Amy J. Madden  
NOTARY PUBLIC

# PERMANENT STORM SEWER & DRAINAGE EASEMENT

Part of Lots 19 and 20 in North Highland, an addition to the City of Moline, located in the Northeast Quarter of Section 4, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois described as follows:

**Beginning** at the southwest corner of said Lot 19, thence North 00 degrees 14 minutes 47 seconds East, 15.00 feet on the west line of said Lot 19; thence North 89 degrees 45 minutes 04 seconds East, 94.99 feet on a line of parallel with the south line of said Lot 19; thence North 41 degrees 22 minutes 40 seconds East, 48.39 feet to the east line of said Lot 20; thence South 00 degrees 16 minutes 15 seconds East, 22.57 feet on said east line and the east line of said Lot 19; thence South 41 degrees 22 minutes 40 seconds West, 38.26 feet to the south line of said Lot 19; thence South 89 degrees 45 minutes 04 seconds West, 101.85 feet on said south line to the point of beginning, containing 2126 square feet, more or less.

H:\Engineering\ALL PROJECTS\1178 - 2013 Sealcoat Upgrade\31st St., North of AOTC 600\design\survey\31st St N of AOTC-01-29-13-st020713.dwg, 2/13/2013 9:06:36 AM, 1:40



MY LICENSE EXPIRES 11/30/2014

*Scott K. Taulbee* 2/13/2013

SCOTT K. TAULBEE I.P.L.S. 35-3490 DATE

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.35-3490, DO HEREBY CERTIFY THAT THIS STORM SEWER AND DRAINAGE EASEMENT ACQUISITION PLAT WAS PREPARED UNDER MY DIRECTION FROM RECORD INFORMATION, AND IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS EASEMENT PLAT.

**CITY OF MOLINE**  
 3635 4TH AVE  
 MOLINE, IL 61265

31ST STREET  
 N. OF AVENUE OF THE CITIES  
 PROJECT # 1178

Council Bill/Resolution No.: 1057-2013

Sponsor: \_\_\_\_\_

A RESOLUTION

APPROVING a Local Agency Agreement for Federal Participation for Motor Fuel Tax Section 12-00254-00-RS, 12<sup>th</sup> Avenue, 19<sup>th</sup> – 34<sup>th</sup> Streets.

WHEREAS, in 2013, the City will receive Federal transportation funds through the Illinois Department of Transportation (IDOT) in an amount not to exceed \$840,000.00 to resurface 12<sup>th</sup> Avenue from 19<sup>th</sup> to 34<sup>th</sup> Streets; and

WHEREAS, the Federal funds require a 20% local match and the 2013 Capital Improvement Program (CIP) includes \$210,000.00 in Motor Fuel Tax (MFT) funds to fund the local match; and

WHEREAS, approving said agreement provides acknowledgement to IDOT that the City has sufficient funds set aside to fund the local match, all participating construction costs above the maximum federal contribution, and all non-participating construction costs.

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

That the Local Agency Agreement for Federal Participation for Motor Fuel Tax Section 12-00254-00-RS, 12<sup>th</sup> Avenue, 19<sup>th</sup> – 34<sup>th</sup> Streets is hereby approved; provided, however, that said agreement 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.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

May 7, 2013

Passed: May 7, 2013

Approved: May 14, 2013

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



# Illinois Department of Transportation

Division of Highways / Region 2 / District 2  
819 Depot Avenue / Dixon, Illinois / 61021-3500  
Telephone 815/284-2271

FY-14 PROGRAM  
Moline  
Section 12-00254-00-RS  
12<sup>th</sup> Avenue

April 15, 2013

Mr. Scott Hinton  
City Engineer  
3635 4<sup>th</sup> Avenue  
Moline, Illinois 61265

Dear Mr. Hinton:

Attached are five (5) copies of the Local Agency Agreement for Federal Participation (BLR 5310). Please have the agreement signed on page 5 and fill in your tax identification number and DUNS number on page 5.

Please return four (4) copies **with original signatures** to this office. A minimum of \$210,000 must be appropriated to cover your share of the costs.

If you have any questions, please call Kevin Donner at (815) 284-5390.

Sincerely,

Paul A. Loete, P.E.  
Deputy Director of Highways,  
Region Two Engineer

A handwritten signature in black ink, appearing to read 'Jason T. Nelson'.

By: Jason T. Nelson  
District Local Roads Engineer

Attach.



**Local Agency Agreement  
for Federal Participation**

Local Agency City of Moline	State Contract X	Day Labor	Local Contract	RR Force Account
Section 12-00254-00-RS	Fund Type STU >200K	ITEP and/or SRTS Number NA		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-120-12	M-5074(092)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name 12<sup>th</sup> Avenue Route FAU 5768 Length 0.87 mile  
 Termini From 19<sup>th</sup> St. to 34<sup>th</sup> St.

Current Jurisdiction City of Moline Existing Structure No NA

**Project Description**

Milling and HMA resurfacing with curb and sidewalk repairs and ADA work.

**Division of Cost**

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	840,000	( * )		( )	210,000	( BAL )	1,050,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 840,000</b>		<b>\$</b>		<b>\$ 210,000</b>		<b>\$ 1,050,000</b>

\* 80% STU funds NTE \$840,000.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's Share BALANCE divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

**IT IS MUTUALLY AGREED:**

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

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**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Name of Official (Print or Type Name)

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is \_\_\_\_\_  
conducting business as a Governmental  
Entity.

\_\_\_\_\_  
Michael A. Forti, Chief Counsel

\_\_\_\_\_  
Date

DUNS Number \_\_\_\_\_

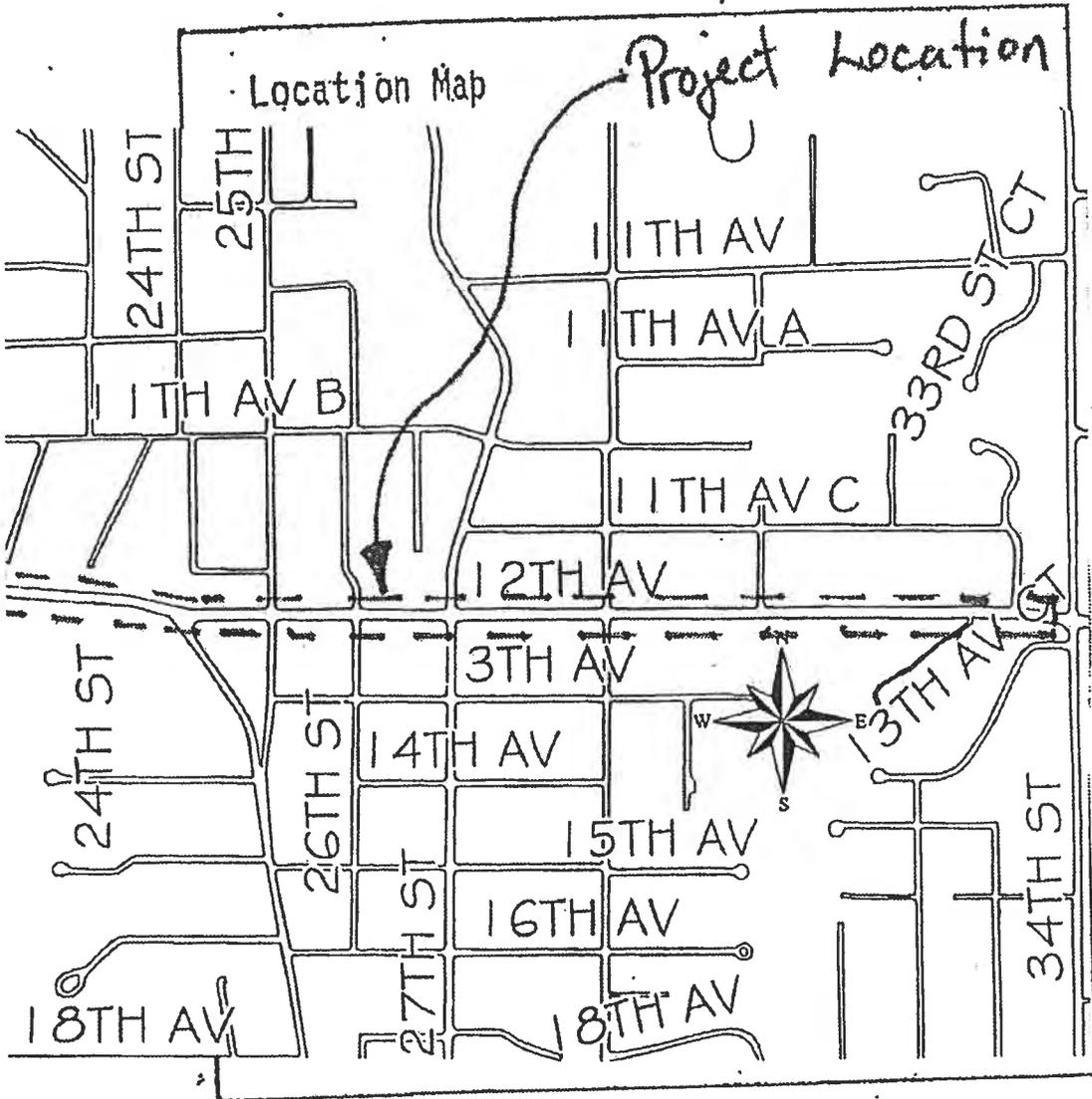
\_\_\_\_\_  
Matthew R. Hughes, Director of Finance and Administration

\_\_\_\_\_  
Date

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDUM No. 1

12-00254-00-RS



Council Bill/Resolution No.: 1058-2013

Sponsor: \_\_\_\_\_

A RESOLUTION

APPROVING a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 12-00254-00-RS, 12<sup>th</sup> Avenue, 19<sup>th</sup> – 34<sup>th</sup> Streets, in the amount of \$210,000.00.

WHEREAS, a Resolution for Improvement is necessary to use budgeted Motor Fuel Tax (MFT) Funds for the Avenue of the Cities resurfacing project; and

WHEREAS, sufficient MFT funds are budgeted and available for this project.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 12-00254-00-RS, 12<sup>th</sup> Avenue, 19<sup>th</sup> – 34<sup>th</sup> Streets, in the amount of \$210,000.00; provided, however, that said resolution 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.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
May 14, 2013  
Date

Passed: May 7, 2013

Approved: May 14, 2013

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



BE IT RESOLVED, by the City Council of the  
City of Moline Illinois  
Council or President and Board of Trustees  
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
12 <sup>th</sup> Avenue		19 <sup>th</sup> Street	34 <sup>th</sup> Street

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of PCC pavement patching, HMA surfacing, and sidewalk  
improvements

and shall be constructed \_\_\_\_\_ wide  
and be designated as Section 12-00254-00-RS

2. That there is hereby appropriated the (additional  Yes  No) sum of two hundred ten thousand  
Dollars ( \$210,000.00 ) for the  
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,  
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the  
district office of the Department of Transportation.

Approved \_\_\_\_\_

Date \_\_\_\_\_

Department of Transportation

Regional Engineer \_\_\_\_\_

I, Tracy Koranda Clerk in and for the  
City of Moline  
City, Town or Village  
County of Rock Island , hereby certify the  
foregoing to be a true, perfect and complete copy of a resolution adopted  
by the City Council  
Council or President and Board of Trustees  
at a meeting on May 7, 2013  
Date  
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
City, Town, or Village Clerk

Council Bill/Resolution No.: 1059-2013  
Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING approval of a Sole Source Purchase from Republic Electric for 5<sup>th</sup> Avenue Streetlights.

\_\_\_\_\_

WHEREAS, the 5<sup>th</sup> Avenue Streetscaping Plan approved by Council several years ago is being incorporated into the 5<sup>th</sup> Avenue reconstruction projects; and

WHEREAS, among the streetscaping items to be included in this year's project are LED streetlights that will match the streetlights installed as part of the 2010 and 2012 5<sup>th</sup> Avenue projects; and

WHEREAS, Republic Electric is the local distributor for the streetlights and proposes to supply 64 streetlights for this year's project at 2010 pricing levels for \$255,700.00; and

WHEREAS, downtown SSA funds will be used for this purchase.

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

That the Mayor and City Clerk hereby authorize the approval of a Sole Source Purchase from Republic Electric for 5<sup>th</sup> Avenue Streetlights; provided, however, said proposal 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.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
May 14, 2013  
Date

Passed: May 7, 2013

Approved: May 14, 2013

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



# PURCHASE ORDER

MAIL INVOICES TO:

City of Moline - Engineering  
 3635 Fourth Avenue  
 Moline, IL 61265

PAGE NO.

1

PURCHASE ORDER NO.

ENG 1176

*THIS P.O. NO. MUST APPEAR ON ALL  
 INVOICES, CARTONS AND PACKAGES*

DATE

04/09/13

VENDOR

Republic Electric  
 737 Charlotte Ave.  
 Davenport, Iowa 52803

SHIP TO

City of Moline  
 Public Works - Engineering  
 3635 Fourth Avenue  
 Moline, IL 61265

VENDOR NO.

DELIVER BY

REQUESTED BY

ACCOUNT NO

LINE NO.	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED COST
1	4		<b>5th Avenue, 11th - 14th St.</b> LUME NW-90W49LED4K-AC-CS-LE4-208-JR-2-AM8W-14- GFII (2) - 3 / 4X20-G-12 1/2-DEC-GN8TX-LMS51774A	4,640.00	18,560.00
2	40		LUME NW-90W49LED4K-AC-CSLE3-208-OM-2-SSM8V-20 CAP1 - GFII (2) - 1X36-G-12 1/2-DEC-GN8TX- LMS51773A <b>SHIP ALL ANCHOR BOLTS ASAP</b>	5,266.00	210,640.00
3	20		BELOW IS THE FIXTURE TO BE SUSPENDED BETWEEN POLES. CABLE SUSPENSION AND POWER BY OTHERS. LUME CANDS1-60INC-PC-CPD-LMP-120-GN8TX-LMS23641C  48 HOUR ADVANCE NOTICE REQUIRED PRIOR TO DELIVERY CONTACT ERIN BRUNER AT (309)524-2367  ALL DELIVERIES MUST BE MADE BETWEEN 7:00 A.M. AND 3:00 P.M.	1,325.00	26,500.00
				<b>TOTAL:</b>	<b>255,700.00</b>

AUTHORIZED BY \_\_\_\_\_  
 APPROPRIATE PURCHASING OFFICIAL

309-524-2350  
 TELEPHONE CONTACT

**PURCHASE ORDER  
TERMS AND CONDITIONS**

- 1 **AGREEMENT.** This Purchase Order and the Request for Quotation Form used by the City of Moline contain all the terms and conditions with respect to the purchase of goods and services herein, except that if this order is also covered by another written contract signed by both City and Vendor, then the terms and conditions set forth in this purchase order apply to the extent that they are not in conflict with such other written contract. No modifications of the terms and conditions set forth in this agreement shall be of any force unless such modification has been expressly agreed to in writing by both parties.
- 2 **DELIVERY.** Delivery shall be F.O.B. destination unless otherwise specified in the shipping instructions. Absolutely no C.O.D. shipments accepted. All shipments that are F.O.B. point of origin must be shipped Prepaid and Billed on Invoice.
- 3 **PAYMENT.** Payment terms are Net 30 days minimum, unless otherwise agreed to by both parties. Payment will be by check only.
- 4 **TAXES.** All government bodies in the State of Illinois are exempt from payment of federal excise taxes and state sales tax.
- 5 **CANCELLATION.** It is understood that the City of Moline may cancel this Order at any time provided proper notification has been given and both parties are in agreement on cancellation charges if any such are to be imposed; for example: there are no excusable delays in the delivery schedule. If supplier cannot meet the delivery date promised, and the City is faced with a critical situation and can obtain goods from another source in a shorter time period, we will be obligated to do so.
- 6 In case of the above default by the vendor, the City of Moline may procure the articles or services from other sources and may deduct from unpaid balance due the vendor, or may collect against the performance bond for excess costs so paid, and the prices paid by the City of Moline shall be considered the prevailing market price at the time of purchase is made.
- 7 The vendor shall hold the City of Moline, its officers, agents, and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request for quotation.
- 8 The successful bidder is specifically denied the right of using in any form or medium the name of the City of Moline for public advertising unless written permission is granted by the City of Moline.
- 9 Equal Employment Opportunity Clause - In accordance with the State of Illinois, Federal guidelines and the City of Moline, the Successful bidder agrees that in the performance of this award
  - A That it will not discriminate against any employee or applicant because of race, creed, color, national origin, sex, religion, or ancestry; and further that it will examine all job classifications to determine if minority persons are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - B That, in all solicitations or advertisements for employees placed by it or on its behalf, it will utilize media having substantial minority circulations such as may be available and will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, national origin or ancestry.
  - C That it will maintain records and submit reports as may from time to time be requested by the City of Moline.
  - D That it will permit reasonable access to all relevant books, records, accounts and work sites by the personnel of City of Moline for purposes of study to ascertain compliance
  - E In the event of the successful vendors non-compliance with any provision of the Equal Opportunity Clause, the vendor may be declared ineligible for future contracts with the City of Moline, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute.
  - F The successful bidder will include the provisions of paragraphs "A" through "E" of this clause in every subcontract of purchase in the performance of this award. The successful bidder will utilize all reasonable means at its disposal to enforce such provisions, and will promptly notify the City of Moline in the event any subcontractor or vendor fails or refuses to comply herewith.

Council Bill/Resolution No.: 1060-2013

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the Komen Quad Cities Race for the Cure 5K, 1.2 ML Run/Walk Special Event scheduled for Saturday, June 8, 2013.

\_\_\_\_\_  
WHEREAS, the Komen Quad City Affiliate is sponsoring a 5K, 1.2 ML Run/Walk to be held in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require temporary lane closure of 4<sup>th</sup> Avenue (IL Route 92 westbound), from the Rock Island border to 23<sup>rd</sup> Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorized the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to temporarily close 4<sup>th</sup> Avenue (IL Route 92 westbound), from the Rock Island border to 23<sup>rd</sup> Street be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 6:00 a.m. until 12:30 p.m. on Saturday, June 8, 2013.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a "Komen Quad Cities Race for the Cure."

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) The detour route shall be as follows: South on 23<sup>rd</sup> Street to 7<sup>th</sup> Avenue, west on 7<sup>th</sup> Avenue to 19<sup>th</sup> Street, south on 19<sup>th</sup> Street to 12<sup>th</sup> Avenue west on 12<sup>th</sup> Avenue to 7<sup>th</sup> Street, south on 7<sup>th</sup> Street to 16<sup>th</sup> Avenue, west on 16<sup>th</sup> Avenue to 44<sup>th</sup> Street in Rock Island, north on 44<sup>th</sup> Street to 4<sup>th</sup> Avenue (Illinois, Route 92 westbound);

BE IT FURTHER RESOLVED that the City assumes full responsibility for the direction, protection and regulation of the traffic during the time 4<sup>th</sup> Avenue (IL Route 92), from the Rock Island border to 23<sup>rd</sup> Street is closed.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the City, be positioned at the end of the closed sections and at other points as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed from the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc. shall be used by the City of Moline as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Moline.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline hereby agrees to assume all liabilities and pay claims for any damage, which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED that the City of Moline shall provide comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which names the Illinois Department of Transportation and its officials, employees, and agent as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

May 7, 2013

Passed: May 7, 2013

Approved: May 14, 2013

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No. 1061-2013

Sponsor \_\_\_\_\_

A RESOLUTION

AUTHORIZING a grant from the Tourism Tax Fund to fund \$6,500.00 to the Quad Cities Convention & Visitors Bureau to support the "International Softball Congress (ISC) World Tournament."

\_\_\_\_\_  
WHEREAS, the International Softball Congress (ISC) World Tournament will be held at Greenvalley Sports Complex in Moline from August 10-17, 2013; and

WHEREAS, 100 teams from the United States, Canada and beyond will compete in a nine day championship event, and

WHEREAS, the City of Moline is supportive of special events and recognizes their contribution to residents' quality of life; and

WHEREAS, Council supports tourism activities and attracting non-resident overnight visitors to the City; and

WHEREAS, the funds are available in the 2013 Tourism Tax Fund.

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

That a grant of \$6,5000.00 to the Quad Cities Convention & Visitors Bureau to support the International Softball Congress (ISC) World Tournament in Moline is hereby authorized.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
May 7, 2013

Date

Passed: May 7, 2013

Approved: May 14, 2013

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No. 1062-2013

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$27,000.00 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Quad City Multi-Modal Station Redevelopment Project Area.

WHEREAS, the City is interested in development and improvement of areas within the City utilizing the Tax Increment Allocation Redevelopment Act, 65 ILCS, 5/11-74.4-1 et. seq., as amended (the TIF Act), to facilitate redevelopment in the area; and

WHEREAS, if it is determined that the Project Area is eligible under the applicable provisions of the TIF Act, the City may direct PGAV to prepare a redevelopment plan for this area; and

WHEREAS, the consultant is duly experienced in providing technical services in preparing Tax Increment Redevelopment Plans.

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

That the Mayor and City Clerk are hereby authorized to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$27,000.00 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Quad City Multi-Modal Station Redevelopment Project area; provided, however, said Agreement is substantially similar in form and content to that attached hereto and incorporated herein as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
May 7, 2013

\_\_\_\_\_  
Date

Passed: May 7, 2013

Approved: May 14, 2013

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF MOLINE, ILLINOIS AND PECKHAM GUYTON ALBERS & VIETS, INC.**  
(Proposed Quad City Station TIF District)

**THIS AGREEMENT** is entered into on the date and by execution shown hereafter, by and between the City of Moline (hereinafter referred to as the "City") and Peckham Guyton Albers & Viets, Inc., (hereinafter referred to as "PGAV").

**WITNESSETH:**

**Whereas**, the City is interested in development and improvement of areas within the City utilizing the Tax Increment Allocation Redevelopment Act, 65 ILCS, 5/11-74.4-1 et. seq., as amended (the TIF Act) to facilitate development in the area; and

**Whereas**, the City desires to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Quad City Station Redevelopment Project Area (Project Area); and

**Whereas**, in order to establish a new TIF redevelopment project area, the City wishes to retain PGAV to undertake an eligibility study to determine if all or a portion of the Quad City Station Area is eligible under the applicable provisions of the Act; and

**Whereas**, in the event all or a portion of the Quad City Station Area is eligible for designating as a TIF redevelopment project area, the City may direct PGAV to prepare a redevelopment plan for this area, pursuant to the scope of services described herein; and

**Whereas**, PGAV is duly experienced in conducting eligibility studies and preparing TIF redevelopment plans.

**Now, Therefore**, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

**A. Inducement Resolution**

PGAV will prepare, for use by the City, a draft of a resolution indicating the City's intent to designate a portion of the City as a redevelopment project area and to induce private investment in said area.

**B. Interested Parties Registry**

PGAV will assist the City in complying with the requirements of the Act regarding the "interested parties' registry." This assistance includes providing the City with drafts of the following:

1. A newspaper notice of registration for the interested parties registry regarding the proposed TIF district.
2. An updated TIF interested parties registration form.

### C. Eligibility Analysis

1. The area being considered for use of tax increment financing is shown on Exhibit A entitled *Study Area Boundary Map* which is attached hereto and hereby made a part of this Agreement. It should be noted that the boundaries indicated for potential TIF designation are intended to suggest an area of eligibility investigation. As a function of this task, PGAV will make recommendations that may include adding parcels adjacent to but outside the Study Area Boundary or may exclude certain parcels within the boundaries.
2. PGAV will conduct an on-site inspection of conditions on each property to determine the presence of eligibility factors per the current definitions of "blighted area" and "conservation area" contained in the Act. PGAV will also examine any evidentiary documentation, to be provided by the City, concerning building code violations, inadequate utilities and any other information that may affect the public health safety and welfare. The findings will be documented with map annotations and narrative.
3. Based upon the findings of the field work and other research findings, PGAV will recommend a final boundary for The TIF Area. Upon concurrence by the City's point of contact, PGAV will prepare findings on eligibility and incorporate said findings in the Redevelopment Plan as described in Task D below:

### D. Redevelopment Plan

PGAV will prepare a Redevelopment Plan for the TIF Area to be known as the Quad City Station Redevelopment Project Area or other such name as may be requested by the City. This Plan will include as provided for in the TIF statute:

1. Redevelopment Plan/Statutory Requirements:
  - a. Redevelopment plan objectives.
  - b. Generalized land use to apply for the Project Area.
  - c. Description of private projects and necessary public actions.
  - d. Implementation strategy.
  - e. Estimated redevelopment project costs.
  - f. Estimate of equalized assessed value of the Project Area after redevelopment.
  - g. The eligibility findings for the Project Area as documented in Task A of this scope of services.
  - h. Include documentation that "but for TIF" the Plan will not be implemented.
  - i. Include evidence that the subject Project Area has not been subject to growth and development by private enterprise as may be revealed from assessed value data and/or building permit records.
  - j. Taxing district impacts. This will also estimate the impact of TIF on the School District's General State Aid entitlements.
  - k. Appendix containing photographs evidencing conditions in the Project Area.
2. Exhibits:

PGAV will prepare the following maps and/or exhibits, as deemed necessary by PGAV, to document the Redevelopment Plan.

- a. Redevelopment Project Area Map for the Quad City Station Redevelopment Project Area.
- b. Existing Conditions Map.

- c. General Land Use Plan.
- d. Estimated Redevelopment Project Costs.
- e. Parcel key map indexed to a list of County Permanent Identification Numbers (PINs), property owners and most recent equalized assessed valuation (EAV).

**E. Review & Approval Process**

1. PGAV will prepare, for the City's use, a schedule that documents the Redevelopment Plan review and approval process for the proposed Redevelopment Project Area. Included on this schedule will be dates for publications and mailing of required notices pursuant to the requirements of the Act.
2. PGAV will provide guidance to the City in the formal approval process of the Redevelopment Plan. This shall include general advice and sample notices for the: Public Meeting (if necessary); Joint Review Board; public hearing; approval ordinances, etc., and notices to taxing bodies, property owners and residential addressees located within 750 feet of the Project Area.
3. PGAV will present the proposed Redevelopment Plan at the Joint Review Board meeting and at the required public hearing. This assumes not more than two (2) meetings for these purposes.

**II. INFORMATION TO BE PROVIDED OR TASKS TO BE UNDERTAKEN BY THE CITY**

The City will provide (or cause to be provided by others) the following:

- A. A person to serve as a point of contact with the City, who will interact with PGAV staff and be responsible for tasks to be completed by the City.
- B. A person knowledgeable of the City's building and life safety codes (e.g., building inspector), to join the PGAV staff person conducting investigative fieldwork. Alternatively, the City may provide specific information on building and life safety code violations or non-compliance with respect the buildings in the Study Area.
- C. Provide a digital base map of the Study Area with appropriate ArcGIS shape files. Said digital map files, at a minimum, shall include parcels, street names, water features, PIN numbers and high-resolution aerial photography.
- D. Collect the most recent equalized assessed valuation (E.A.V.) of each parcel in the Project Area from the County Assessor's office, including name and address of property owners. While collecting this information, the City will obtain the historical E.A.V. for each parcel going back to 2006. This information will be provided to PGAV in an Excel spreadsheet model developed by PGAV and provided to the City in digital form for data entry.
- E. Prepare the boundary description of the proposed Redevelopment Project Area.
- F. Accomplish any necessary amendments to the City's Comprehensive Plan so that the proposed uses contained in the TIF redevelopment plan are consistent with the Comprehensive Plan for the City as a whole.
- G. Be responsible for the publication of the required public hearing notices in the local newspaper and mailing of various required notices to taxing districts, property owners within the Redevelopment Project Area and residential addressees within 750 feet of the proposed Project Area bound-

ary. The City will be responsible for ensuring that such publications and mailings take place in accordance with the schedule prepared by PGAV under Section I of this Agreement.

- H. Provide any other information that may be relevant to determining eligibility including information on inadequate utilities, etc.

### **III. TIMING OF PERFORMANCE**

Upon signing of this Agreement and payment by the City of the retainer amount referenced in Section IV, below, PGAV will commence services as provided herein. PGAV shall complete the assignment in accordance with a work schedule to be mutually prepared by PGAV and the City.

### **IV. FEE & METHOD OF COMPENSATION**

- A. Compensation for the completed services associated with Tasks A through E of the Scope of Services shall be \$27,000, exclusive of reimbursable expenses as stated below.
- B. Reimbursable expenses will consist of reasonable travel expenses, local mileage, long distance telephone charges, express delivery charges, photographic expenses, or the cost of printing or other reproduction of documents. Such expenses will be billed at their direct cost to PGAV. Reimbursable expenses shall not exceed \$1,500 without prior written consent from the City.
- C. Method of Compensation shall be in accordance with the below schedule:
  - 1. \$3,000 Retainer amount upon signing of contract and submittal of Invoice
  - 2. \$12,000 upon completion of services stated in Section I, Tasks A, B, and C, and submittal of Invoice.
  - 3. \$8,000 upon completion of the Redevelopment Plan as stated in Section I, Task D and submittal of invoice.
  - 4. \$4,000 upon completion of Section I, Task E and submittal of invoice.

PGAV may submit invoices for partial completion of services for any Task per the above payment schedule.

- D. Payments to PGAV for services and reimbursable expenses are due within 30 days after receipt of our statement. If no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this Agreement until PGAV has been paid in full the amounts due for services and expenses.

### **V. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT**

The scope of the work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

- A. Revisions to the Eligibility Study or TIF Redevelopment Plan if the boundaries of the Project Area change after completion of said Eligibility Study;

- B. Undertaking special studies such as market studies, economic impact studies, traffic impact studies and any other special studies that may be useful to the City in making decisions on specific development proposals within the Project Area;
- C. Preparation of the required annual TIF reports that are required to be submitted to the Illinois Comptroller's Office;
- D. Preparation of tax increment revenue history or projections to be used in support of issuance of TIF bonds or other obligations or reporting on any outstanding bond issues.
- E. Preparation of and/or review of redevelopment agreements between the City and private parties wishing to receive TIF assistance.

These services shall be considered additional work beyond the scope of this Agreement. These services may be provided at additional cost subject to a written scope of services for any such task(s) along with the fee to be paid. Any such work must be approved by the City and provided for in the form of a written addendum to this or separate Agreement.

#### VI. PROJECT STAFFING & MANAGEMENT

- A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.
- B. If, in the opinion of PGAV and the City, a particular assignment (e.g., extra services) requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved through subcontract with firms or individuals subject to prior approval of the City.

#### VII. TERMINATION OF AGREEMENT

If, for any reason, the City wishes to terminate this Agreement, the City shall notify PGAV in writing. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy). The City will pay to PGAV an amount representing the percentage complete of the work performed to the date of termination, plus any reimbursable expenses which have been incurred by PGAV to that date.

#### VIII. OWNERSHIP OF DOCUMENTS

Except to the extent that documents, reports or other information are prepared under the provisions of this Agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

#### IX. MISCELLANEOUS PROVISIONS

The Scope of Services, provided in Section I of this Agreement, is based upon the provisions of the TIF Act as of December 31, 2012. Should anything occur that would cause TIF Redevelopment Plan to be prepared and processed under the terms of any subsequent amendments, the applicable portions of this Agreement shall be amended as appropriate. **Furthermore, it is expressly understood by both parties that the process of establishing this proposed TIF Area shall be accomplished concurrently with the proposed Riverview Commons TIF Area (under separate agreement), with key events such**

as conduction fieldwork, the meetings of the Joint Review Boards and the public hearings on each TIF Area occurring on the same dates. Should anything occur, beyond PGAV's control, that would cause the review and approval process for each TIF Area not to occur simultaneously, then this Agreement shall be amended as appropriate to reflect the a total fee of \$32,000.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Tracey Koranda, City Clerk

\_\_\_\_\_  
Donald P. Welvaert, Mayor

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

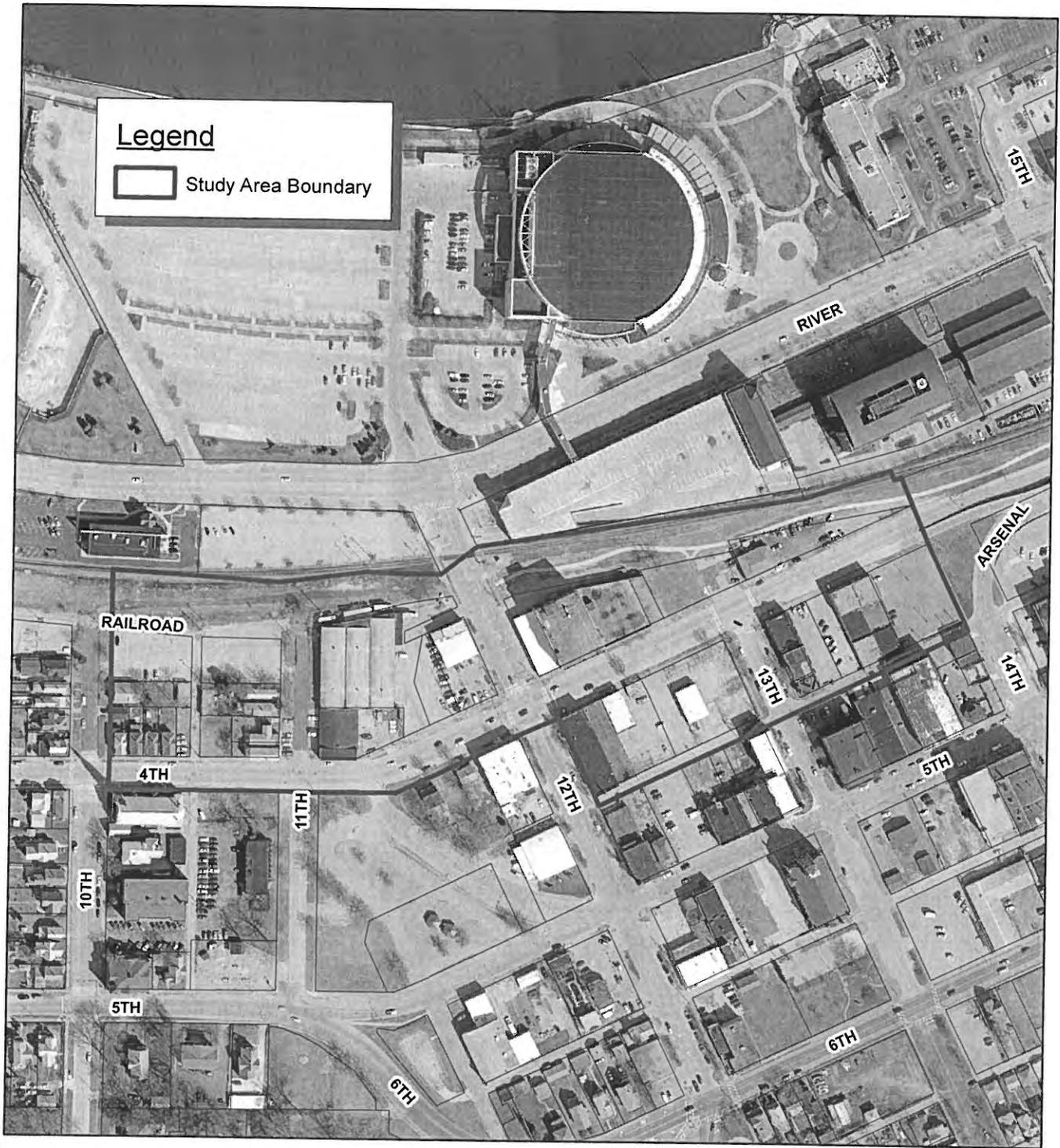


\_\_\_\_\_  
Michael P. Weber, Director  
PGAV Planners

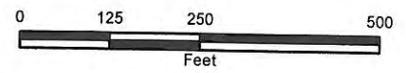


\_\_\_\_\_  
John Brancaglione, Vice President

Attachment: Exhibit A - Quad City Station TIF Study Area



**Exhibit A**  
**Study Area Boundary Map**  
 Proposed Quad-City Station  
 Redevelopment Project Area



March 2013



Council Bill/Resolution No. 1063-2013

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$27,000.00 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Riverbend Commons Redevelopment Project Area.

\_\_\_\_\_  
WHEREAS, the City is interested in development and improvement of areas within the City utilizing the Tax Increment Allocation Redevelopment Act, 65 ILCS, 5/11-74.4-1 et. seq., as amended (the TIF Act), to facilitate redevelopment in the area; and

WHEREAS, if it is determined that the Project Area is eligible under the applicable provisions of the TIF Act, the City may direct PGAV to prepare a redevelopment plan for this area; and

WHEREAS, the consultant is duly experienced in providing technical services in preparing Tax Increment Redevelopment Plans.

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

That the Mayor and City Clerk are hereby authorized to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$27,000.00 to explore the feasibility of establishing a tax increment finance redevelopment project area; provided, however, said Agreement is substantially similar in form and content to that attached hereto and incorporated herein as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

May 7, 2013

\_\_\_\_\_  
Date

Passed: May 7, 2013

Approved: May 14, 2013

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF MOLINE, ILLINOIS AND PECKHAM GUYTON ALBERS & VIETS, INC.**  
(Proposed Riverbend Commons TIF District)

**THIS AGREEMENT** is entered into on the date and by execution shown hereafter, by and between the City of Moline (hereinafter referred to as the "City") and Peckham Guyton Albers & Viets, Inc., (hereinafter referred to as "PGAV").

**WITNESSETH:**

**Whereas**, the City is interested in development and improvement of areas within the City utilizing the Tax Increment Allocation Redevelopment Act, 65 ILCS, 5/11-74.4-1 et. seq., as amended (the TIF Act) to facilitate development in the area; and

**Whereas**, the City desires to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Riverbend Commons Redevelopment Project Area (Project Area); and

**Whereas**, in order to establish a new TIF redevelopment project area, the City wishes to retain PGAV to undertake an eligibility study to determine if all or a portion of the Riverbend Commons Area is eligible under the applicable provisions of the Act; and

**Whereas**, in the event all or a portion of the Riverbend Commons Area is eligible for designating as a TIF redevelopment project area, the City may direct PGAV to prepare a redevelopment plan for this area, pursuant to the scope of services described herein; and

**Whereas**, PGAV is duly experienced in conducting eligibility studies and preparing TIF redevelopment plans.

**Now, Therefore**, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

**A. Inducement Resolution**

PGAV will prepare, for use by the City, a draft of a resolution indicating the City's intent to designate a portion of the City as a redevelopment project area and to induce private investment in said area.

**B. Interested Parties Registry**

PGAV will assist the City in complying with the requirements of the Act regarding the "interested parties' registry." This assistance includes providing the City with drafts of the following:

1. A newspaper notice of registration for the interested parties registry regarding the proposed TIF district.
2. An updated TIF interested parties registration form.

### C. Eligibility Analysis

1. The area being considered for use of tax increment financing is shown on Exhibit A entitled *Study Area Boundary Map* which is attached hereto and hereby made a part of this Agreement. It should be noted that the boundaries indicated for potential TIF designation are intended to suggest an area of eligibility investigation. As a function of this task, PGAV will make recommendations that may include adding parcels adjacent to but outside the Study Area Boundary or may exclude certain parcels within the boundaries.
2. PGAV will conduct an on-site inspection of conditions on each property to determine the presence of eligibility factors per the current definitions of "blighted area" and "conservation area" contained in the Act. PGAV will also examine any evidentiary documentation, to be provided by the City, concerning building code violations, inadequate utilities and any other information that may affect the public health safety and welfare. The findings will be documented with map annotations and narrative.
3. Based upon the findings of the field work and other research findings, PGAV will recommend a final boundary for The TIF Area. Upon concurrence by the City's point of contact, PGAV will prepare findings on eligibility and incorporate said findings in the Redevelopment Plan as described in Task D below:

### D. Redevelopment Plan

PGAV will prepare a Redevelopment Plan for the TIF Area to be known as the Riverbend Commons Redevelopment Project Area or other such name as may be requested by the City. This Plan will include as provided for in the TIF statute:

1. Redevelopment Plan/Statutory Requirements:
  - a. Redevelopment plan objectives.
  - b. Generalized land use to apply for the Project Area.
  - c. Description of private projects and necessary public actions.
  - d. Implementation strategy.
  - e. Estimated redevelopment project costs.
  - f. Estimate of equalized assessed value of the Project Area after redevelopment.
  - g. The eligibility findings for the Project Area as documented in Task A of this scope of services.
  - h. Include documentation that "but for TIF" the Plan will not be implemented.
  - i. Include evidence that the subject Project Area has not been subject to growth and development by private enterprise as may be revealed from assessed value data and/or building permit records.
  - j. Taxing district impacts. This will also estimate the impact of TIF on the School District's General State Aid entitlements.
  - k. Appendix containing photographs evidencing conditions in the Project Area.
2. Exhibits:

PGAV will prepare the following maps and/or exhibits, as deemed necessary by PGAV, to document the Redevelopment Plan.

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**E. Review & Approval Process**

1. PGAV will prepare, for the City's use, a schedule that documents the Redevelopment Plan review and approval process for the proposed Redevelopment Project Area. Included on this schedule will be dates for publications and mailing of required notices pursuant to the requirements of the Act.
2. PGAV will provide guidance to the City in the formal approval process of the Redevelopment Plan. This shall include general advice and sample notices for the: Public Meeting (if necessary); Joint Review Board; public hearing; approval ordinances, etc., and notices to taxing bodies, property owners and residential addressees located within 750 feet of the Project Area.
3. PGAV will present the proposed Redevelopment Plan at the Joint Review Board meeting and at the required public hearing. This assumes not more than two (2) meetings for these purposes.

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- B. A person knowledgeable of the City's building and life safety codes (e.g., building inspector), to join the PGAV staff person conducting investigative fieldwork. Alternatively, the City may provide specific information on building and life safety code violations or non-compliance with respect the buildings in the Study Area.
- C. Provide a digital base map of the Study Area with appropriate ArcGIS shape files. Said digital map files, at a minimum, shall include parcels, street names, water features, PIN numbers and high-resolution aerial photography.
- D. Collect the most recent equalized assessed valuation (E.A.V.) of each parcel in the Project Area from the County Assessor's office, including name and address of property owners. While collecting this information, the City will obtain the historical E.A.V. for each parcel going back to 2006. This information will be provided to PGAV in an Excel spreadsheet model developed by PGAV and provided to the City in digital form for data entry.
- E. Prepare the boundary description of the proposed Redevelopment Project Area.
- F. Accomplish any necessary amendments to the City's Comprehensive Plan so that the proposed uses contained in the TIF redevelopment plan are consistent with the Comprehensive Plan for the City as a whole.
- G. Be responsible for the publication of the required public hearing notices in the local newspaper and mailing of various required notices to taxing districts, property owners within the Redevelop-

ment Project Area and residential addressees within 750 feet of the proposed Project Area boundary. The City will be responsible for ensuring that such publications and mailings take place in accordance with the schedule prepared by PGAV under Section I of this Agreement.

- H. Provide any other information that may be relevant to determining eligibility including information on inadequate utilities, etc.

### III. TIMING OF PERFORMANCE

Upon signing of this Agreement and payment by the City of the retainer amount referenced in Section IV, below, PGAV will commence services as provided herein. PGAV shall complete the assignment in accordance with a work schedule to be mutually prepared by PGAV and the City.

### IV. FEE & METHOD OF COMPENSATION

- A. Compensation for the completed services associated with Tasks A through E of the Scope of Services shall be \$27,000, exclusive of reimbursable expenses as stated below.
- B. Reimbursable expenses will consist of reasonable travel expenses, local mileage, long distance telephone charges, express delivery charges, photographic expenses, or the cost of printing or other reproduction of documents. Such expenses will be billed at their direct cost to PGAV. Reimbursable expenses shall not exceed \$1,500 without prior written consent from the City.
- C. Method of Compensation shall be in accordance with the below schedule:
  1. \$3,000 Retainer amount upon signing of contract and submittal of Invoice
  2. \$12,000 upon completion of services stated in Section I, Tasks A, B, and C, and submittal of Invoice.
  3. \$8,000 upon completion of the Redevelopment Plan as stated in Section I, Task D and submittal of invoice.
  4. \$4,000 upon completion of Section I, Task E and submittal of invoice.

PGAV may submit invoices for partial completion of services for any Task per the above payment schedule.

- D. Payments to PGAV for services and reimbursable expenses are due within 30 days after receipt of our statement. If no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this Agreement until PGAV has been paid in full the amounts due for services and expenses.

### V. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The scope of the work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

- A. Revisions to the Eligibility Study or TIF Redevelopment Plan if the boundaries of the Project Area change after completion of said Eligibility Study;

- B. Undertaking special studies such as market studies, economic impact studies, traffic impact studies and any other special studies that may be useful to the City in making decisions on specific development proposals within the Project Area;
- C. Preparation of the required annual TIF reports that are required to be submitted to the Illinois Comptroller's Office;
- D. Preparation of tax increment revenue history or projections to be used in support of issuance of TIF bonds or other obligations or reporting on any outstanding bond issues.
- E. Preparation of and/or review of redevelopment agreements between the City and private parties wishing to receive TIF assistance.

These services shall be considered additional work beyond the scope of this Agreement. These services may be provided at additional cost subject to a written scope of services for any such task(s) along with the fee to be paid. Any such work must be approved by the City and provided for in the form of a written addendum to this or separate Agreement.

#### **VI. PROJECT STAFFING & MANAGEMENT**

- A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.
- B. If, in the opinion of PGAV and the City, a particular assignment (e.g., extra services) requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved through subcontract with firms or individuals subject to prior approval of the City.

#### **VII. TERMINATION OF AGREEMENT**

If, for any reason, the City wishes to terminate this Agreement, the City shall notify PGAV in writing. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy). The City will pay to PGAV an amount representing the percentage complete of the work performed to the date of termination, plus any reimbursable expenses which have been incurred by PGAV to that date.

#### **VIII. OWNERSHIP OF DOCUMENTS**

Except to the extent that documents, reports or other information are prepared under the provisions of this Agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

#### **IX. MISCELLANEOUS PROVISIONS**

The Scope of Services, provided in Section I of this Agreement, is based upon the provisions of the TIF Act as of December 31, 2012. Should anything occur that would cause TIF Redevelopment Plan to be prepared and processed under the terms of any subsequent amendments, the applicable portions of this Agreement shall be amended as appropriate. **Furthermore, it is expressly understood by both parties that the process of establishing this proposed TIF Area shall be accomplished concurrently**

with the proposed Quad Cities Station TIF Area (under separate agreement), with key events such as conduction fieldwork, the meetings of the Joint Review Boards and the public hearings on each TIF Area occurring on the same dates. Should anything occur, beyond PGAV's control, that would cause the review and approval process for each TIF Area not to occur simultaneously, then this Agreement shall be amended as appropriate to reflect the a total fee of \$32,000.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

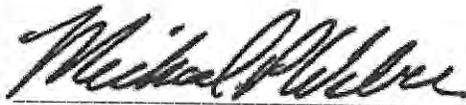
CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Tracey Koranda, City Clerk

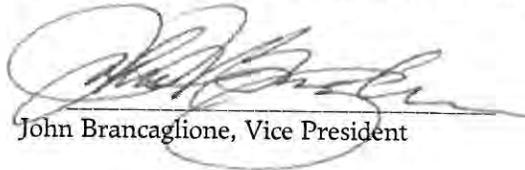
\_\_\_\_\_  
Donald P. Welvaert, Mayor

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

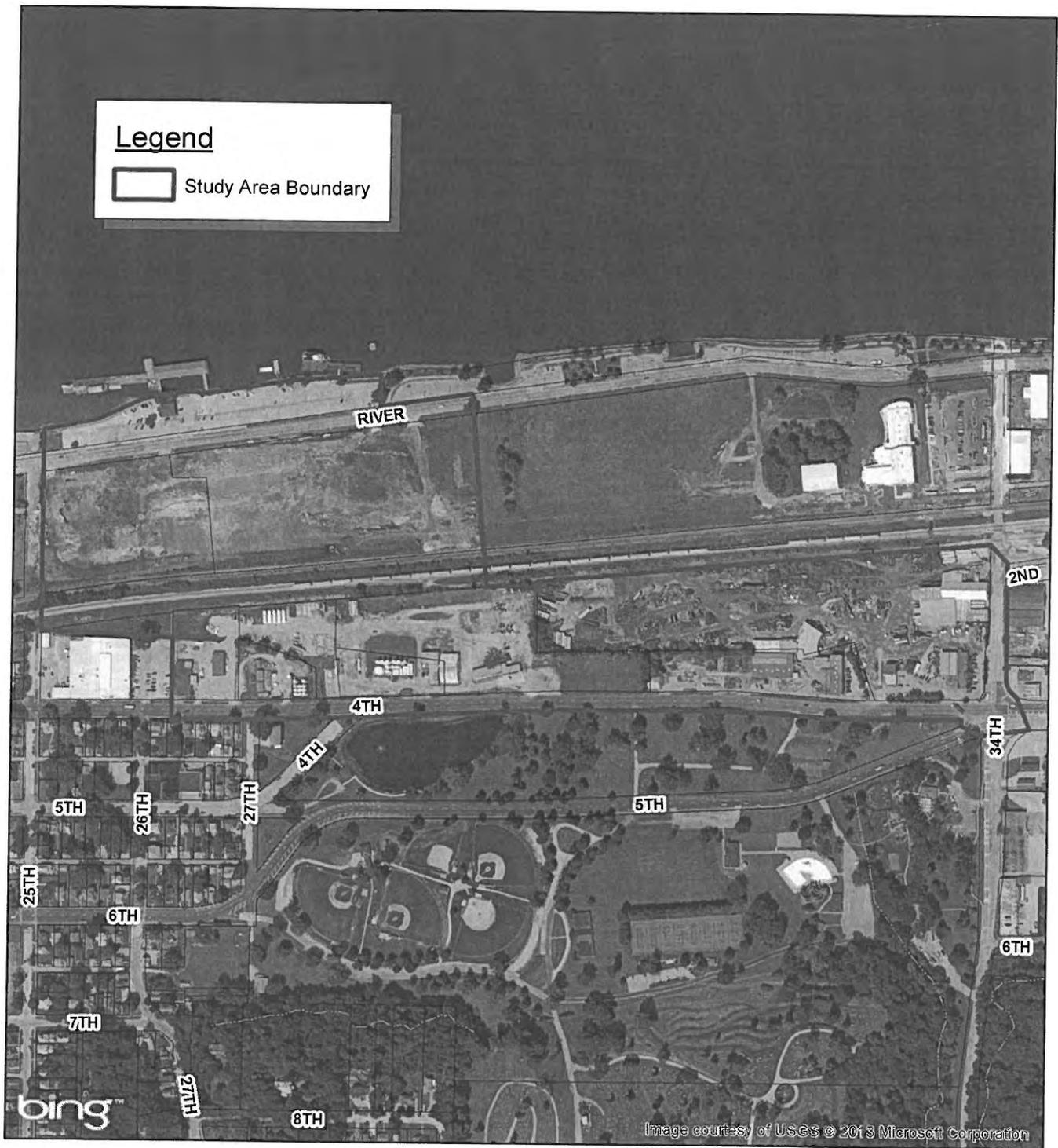


\_\_\_\_\_  
Michael P. Weber, Director  
PGAV Planners

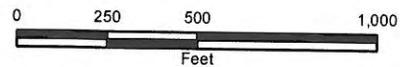


\_\_\_\_\_  
John Brancaglione, Vice President

Attachment: Exhibit A - Riverbend Commons TIF Study Area



**Exhibit A**  
**Study Area Boundary Map**  
 Proposed Riverbend Commons  
 Redevelopment Project Area



March 2013



Council Bill/Resolution No. 1064-2013

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a First Amendment to the Redevelopment and Economic Incentive Agreement between the City of Moline and Key Auto Mall, Inc.

\_\_\_\_\_

WHEREAS, the City and Key Auto Mall, Inc. (“Developer”) previously entered into a Redevelopment and Economic Incentive Agreement, approved by Resolution No. 1110-2011, to add the Chrysler, Jeep and Dodge Brands to Key’s Dealership and to meet Chrysler Group LLC’s requirement to remodel the Dealership to meet the “Millennium Facility” design as well as to remodel existing facilities to separate the brands of vehicles sold by the dealership (“Project”); and

WHEREAS, the approved Agreement set the Incentive Base at Twenty Million Seventeen Thousand Eight Hundred Forty Two Dollars (\$20,017,842.00), which included all sales for the dealership and includes those sales that are not taxed in Illinois due to the residency of the vehicle buyer; the Incentive Base using actual taxable sales to Illinois residents should have been Eight Million Seven Hundred Sixty Thousand, Seven Hundred and Thirty Five Dollars (\$8,760,735); and

WHEREAS, Key Auto Mall, Inc. successfully acquired the right to sell Chrysler, Jeep and Dodge Brands, and sales have increased as anticipated in the approved Redevelopment And Economic Incentive Agreement; however, because the Base was not calculated correctly, the anticipated annual rebate is significantly smaller than expected; and

WHEREAS, the Redevelopment and Economic Incentive Agreement included Remodeling and Site Improvements which included two (2) phases that were to be completed by June 1, 2013; and

WHEREAS, the Developer successfully completed Phase I, which consisted primarily of cosmetic changes to the facility and new signage; the Developer has revised its development plans for Phase II to include the demolition of a portion of the facility and the construction of a new building to house one or more of the brands they currently sell; and Phase II will begin no later than June 1, 2013 and will be completed by December 31, 2013; and

WHEREAS, the City agrees to enter into a First Amendment to Redevelopment and Economic Incentive Agreement to revise the Base to the correct figure for sales to Illinois residents only and to permit an extension for completion of the revised Phase II Development.

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

That the Mayor and City Clerk are hereby authorized to execute a First Amendment to the Redevelopment and Economic Incentive Agreement between the City of Moline and Key Auto Mall, Inc; provided, however, that said First Amendment to the Redevelopment and Economic Incentive Agreement is in substantially similar form as that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
May 7, 2013

Date

Passed: \_\_\_\_\_ May 7, 2013 \_\_\_\_\_

Approved: \_\_\_\_\_ May 14, 2013 \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### FIRST AMENDMENT TO REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT BETWEEN THE CITY OF MOLINE AND KEY AUTO MALL, INC.

This First Amendment, effective on the date of execution of the parties below, modifies the Redevelopment and Economic Incentive Agreement entered into by the City of Moline, an Illinois Municipal Corporation (“City”) and Key Auto Mall, Inc., an Illinois Corporation (the “Dealership”) pursuant to adoption of Resolution No. 1110-2011 by amending the following paragraphs.

1. Section II. A., General Terms is hereby amended to read as follows:

A. Key Auto Mall, Inc. after receipt of the promises and inducements contained herein agrees to redevelop its existing automobile sales dealership in substantial accordance with the improvements indicated herein to be completed. It is understood and agreed that there will be a specific site plans to be submitted to and approved by the City in relation to the Property as required by the City Zoning and Building Codes at some time in the near future. In addition, the architecture, building, zoning, sign requirements and landscape plans for the Property must be submitted to and approved by the City. The City agrees to expeditiously review the site plan and required permits after submission thereof. The Redevelopment Project shall be constructed in two (2) phases and substantially in accordance with the plans and specifications approved by the City. The Redevelopment Project described in this paragraph must be completed no later than December 31, ~~2012~~ 2013.

2. Section II. F. iv., General Terms is hereby amended to read as follows:

iv. The Incentive Base for the Initial Payment Year and for each Subsequent Incentive Year shall be taxable retail sales equal ~~TWENTY MILLION SEVENTEEN THOUSAND EIGHT HUNDRED FORTY TWO DOLLARS (\$20,017,842.00)~~ EIGHT MILLION SEVEN HUNDRED SIXTY THOUSAND, SEVEN HUNDRED AND THIRTY FIVE DOLLARS (\$8,760,735) (hereinafter referred to as the “Incentive Base”). The taxable retail sales amount that counts toward the Incentive Base shall reset to zero after each Payment Year that this Agreement is in effect. For the Initial payment Year and each subsequent Incentive Year, the City shall be entitled to all the sales tax revenue received from the dealership on retail sales up to the Incentive Base; once the incentive base has been reached Key Auto Mall, Inc. shall be entitled to Incentive Payments equal to fifty percent (50%) of the sales tax revenue from the Municipal 1% Sales Tax, if any, received from the Dealership on retail sales that exceed the Incentive Base.

3. Section IV. Remodeling and Site Improvements is hereby amended to read as follows:

Key Auto Mall, Inc. shall submit plans for the construction of the two phases of the Redevelopment Project on or before the date of this Agreement, and shall not cause or permit the existence of any violation of City ordinances,

including but not limited to the City's building code, zoning ordinances, fire code and any and all rules and regulations thereunder. Key Auto Mall, Inc. shall have completed construction of the final phase of the Redevelopment Project and shall have obtained the Certificate of Occupancy and continue sales from Key Auto Mall, Inc. on or before ~~June 1, 2013~~ December 31, 2013. If the conditions of this Section are not met and such violation is not cured within 30 days, this agreement shall be terminated and no future incentive payments shall be made.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) shown below.

City of Moline

Key Auto Mall, Inc.

By: \_\_\_\_\_  
Scott Raes, Mayor

By: \_\_\_\_\_  
David J. Kehoe, President

By: \_\_\_\_\_  
Daniel Kehoe, Secretary

Attest: \_\_\_\_\_  
Tracy A. Koranda, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Maureen E. Riggs, City Attorney

Council Bill/Resolution No. 1065-2013

Sponsor: \_\_\_\_\_

A RESOLUTION

PROVIDING for a feasibility study on the designation of a portion of the City of Moline as a redevelopment project area 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 11-74.4-1, et seq.* ("the 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 exact extent and boundaries of the redevelopment project area are not precisely defined at this time but the area being considered includes the City Owned property also known as the former Sears Warehouse/O'Rourke and Moline Automotive property and the surrounding area to the proposed Quad City Multi-Modal Station and Transit Oriented Development, as delineated on Exhibit "A" attached hereto; 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 first proceeds of the TIF program, if established; and

WHEREAS, the City wishes to encourage The Amin Group (the Developer) 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 Developer; 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  
Economic Development Director  
City of Moline  
619 16th St.  
Moline, IL 61265  
Telephone (309) 524-2032

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
May 7, 2013

Date

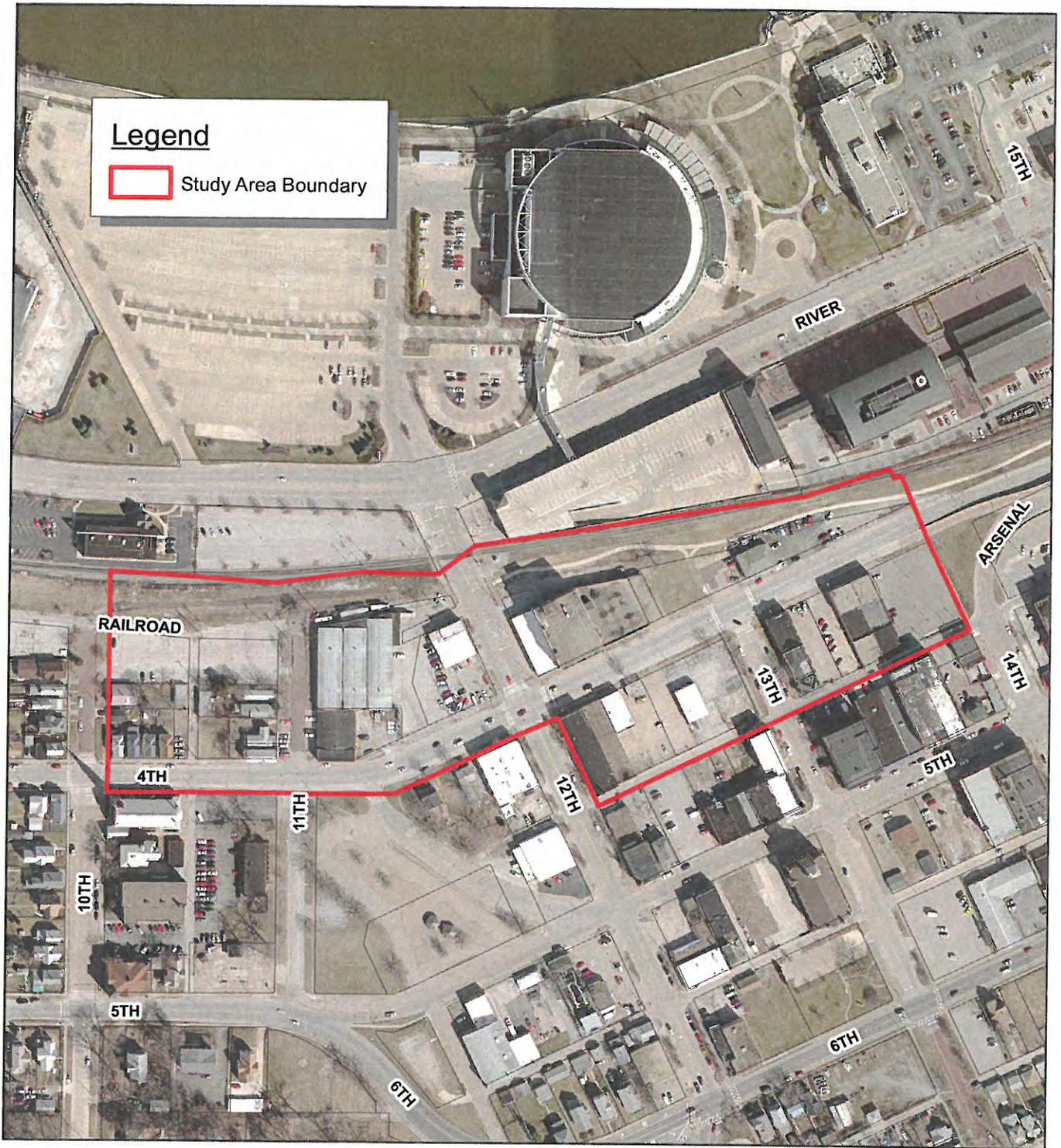
Passed: \_\_\_\_\_ May 7, 2013 \_\_\_\_\_

Approved: \_\_\_\_\_ May 14, 2013 \_\_\_\_\_

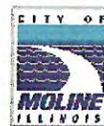
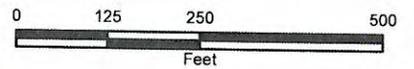
Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



**Exhibit A**  
**Study Area Boundary Map**  
 Proposed Quad-City Station  
 Redevelopment Project Area



March 2013



Council Bill/Resolution No. 1066-2013

Sponsor: \_\_\_\_\_

A RESOLUTION

PROVIDING for a feasibility study on the designation of a portion of the City of Moline as a redevelopment project area 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 11-74.4-1, et seq.* ("the 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 exact extent and boundaries of the redevelopment project area are not precisely defined at this time but the area being considered includes the City Owned property also known as the former American Air Filter/ABC Supply/Hendricks property and the surrounding area adjacent to the new Western Illinois Quad Cities Riverfront Campus, as delineated on Exhibit "A" attached hereto; 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 first proceeds of the TIF program, if established; and

WHEREAS, the City wishes to encourage Three Corners Development, Inc. (the Developer) 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 Developer; 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  
Economic Development Director  
City of Moline  
619 16th St.  
Moline, IL 61265  
Telephone (309) 524-2032

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
May 7, 2013

\_\_\_\_\_  
Date

Passed: May 7, 2013

Approved: May 14, 2013

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

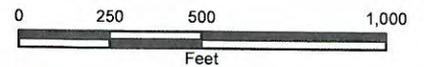
\_\_\_\_\_  
City Attorney

**Legend**

 Study Area Boundary



**Exhibit A**  
**Study Area Boundary Map**  
Proposed Riverbend Commons  
Redevelopment Project Area



March 2013



A RESOLUTION

AMENDING an Intergovernmental Agreement between the Cities of Moline, East Moline, Silvis, and Rock Island County and the Village of Milan, which established an Enterprise Zone now called the “Illinois Quad Cities Enterprise Zone” by changing the zone boundaries to add territory to the Illinois Quad Cities Enterprise Zone; and

AUTHORIZING the Mayor and City Clerk to execute the amended Intergovernmental Agreement.

\_\_\_\_\_  
WHEREAS, the Cities of East Moline, Moline, Silvis and Rock Island County and the Village of Milan, Illinois currently comprise the Illinois Quad Cities Enterprise Zone; and

WHEREAS, the City of Moline requested the changing of the zone boundaries by adding territory to the existing Enterprise Zone; and

WHEREAS, pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 *et seq.* the City of Moline conducted a public hearing on Tuesday, April 23, 2013; and

WHEREAS, addition of this territory will facilitate in the increased economic benefit of the Quad Cities.

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

That the City of Moline hereby declares and affirms that the zone area qualifies for expansion in accordance with the provision of the Illinois Enterprise Zone Act, and further affirms that:

- A. The additional territory is contiguous to the zone area in the Illinois Quad Cities Enterprise Zone;
- B. The additional territory results in a zone which is not more than fifteen (15) square miles;
- C. The additional territory provides immediate substantial benefit to the established zone and/or its residents or businesses by creating jobs, removing an impediment to economic development which exists and stimulating neighborhood residential and business revitalization;

D. On the 23rd day of April, 2013, a public hearing was conducted at the Moline City Hall, to answer questions of what the new boundaries are as proposed. A finding was made that the public notice was given in at least one newspaper of general circulation within the zone area, not more than 20 days nor less than 5 days before the hearing.

BE IT FURTHER RESOLVED that the attached Exhibit "A", which provides a legal description of the area of the Enterprise Zone and Exhibit "B" that provides a map of the Enterprise Zone, which exhibits are attached to this Resolution and made a part hereof be amended to include additional territory within the County of Rock Island.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute an amended Intergovernmental Agreement between the Cities of Moline, East Moline, Silvis, County of Rock Island and Village of Milan, Illinois related to adding territory to the County of Rock Island portions of the Illinois Quad Cities Enterprise Zone, provided said Agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "1", and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

May 7, 2013

Passed: \_\_\_\_\_  
May 7, 2013

Approved: \_\_\_\_\_  
May 14, 2013

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Exhibit "A"  
DESCRIPTION OF ENTERPRISE ZONE

Those parts of the City of East Moline, the City of Moline, and the City of Silvis, Illinois described as follows:

That part of the City of Moline lying north of the following described line: beginning at the intersection of the west Moline City limit with 1<sup>st</sup> Avenue; thence easterly in 1<sup>st</sup> Avenue to 1<sup>st</sup> Street; thence southerly in 1<sup>st</sup> Street to 5<sup>th</sup> Avenue; thence easterly in 5<sup>th</sup> Avenue to 4<sup>th</sup> Street, thence southerly in 4<sup>th</sup> Street to 15<sup>th</sup> Avenue, thence easterly in 15<sup>th</sup> Avenue to 7<sup>th</sup> Street; thence northerly in 7<sup>th</sup> Street to 11<sup>th</sup> Avenue; thence easterly in 11<sup>th</sup> Avenue to 8<sup>th</sup> Street; thence northerly in 8<sup>th</sup> Street to 5<sup>th</sup> Avenue; 5<sup>th</sup> Avenue Place, and 6<sup>th</sup> Avenue to 12<sup>th</sup> Street; thence southerly in 12<sup>th</sup> Street to 7<sup>th</sup> Avenue; thence easterly in 7<sup>th</sup> Avenue to 26<sup>th</sup> Street; thence northerly in 26<sup>th</sup> Street to 6<sup>th</sup> Avenue; thence easterly in 6<sup>th</sup> Avenue, 5<sup>th</sup> Avenue Place, and 5<sup>th</sup> Avenue to 55<sup>th</sup> Street; thence northerly in 55<sup>th</sup> Street to its intersection with 4<sup>th</sup> Avenue (17<sup>th</sup> Avenue, East Moline);

Also, those parts of the City of East Moline, Illinois and the City of Silvis, Illinois, lying north of the following described line: beginning at the intersection of 1st Street and 17<sup>th</sup> Avenue; thence easterly along 17<sup>th</sup> Avenue to 3<sup>rd</sup> Street; thence southerly in 3<sup>rd</sup> Street to 18<sup>th</sup> Avenue; thence easterly in 18<sup>th</sup> Avenue and 18<sup>th</sup> Avenue extended to 19<sup>th</sup> Street; thence northerly in 19<sup>th</sup> Street to the southern line of the Heartland Railroad property; thence easterly along said southern line to Illinois Route 5; thence northeasterly along said Illinois Route 5 to N. 158<sup>th</sup> Street; thence northerly in N. 158<sup>th</sup> Street to the East Moline City limit line; thence easterly and northerly along said East Moline City limit to the east line of Section 28, T.18N, R-1-E of the 4<sup>th</sup> P.M., and there terminating; excluding therefrom those parts of the City of East Moline lying north of the South ½ of Section 21, T,18N, R-1-E of the 4<sup>th</sup> P.M.

For the purposes of this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless stated otherwise.

Commencing at the Easterly line of the city limits of East Moline and the intersection of the MidAmerican Energy Company's (MEC) 69kV electric transmission line utility easement in the NE 1/4 of Sec. 28, T. 18N, R-1-E; Thence continuing in an Easterly direction including the Southerly three (3) feet of said easement, following said easement to the W line of MEC's electric substation site in Sec. 26, T. 18N, R-1-E; Thence continuing an Easterly direction through the substation site a width of three (3) feet to the intersection of said site with MEC's 345kV electric transmission line; Thence Easterly including the Southerly three (3) feet of said easement to a point E of I-80 in the SE 1/4 of Sec. 23, T. 18N, R-1-E; Thence Northeasterly including the Southeasterly three (3) feet of said easement to a point in the NE 1/4 of Sec. 16, T. 18N, R-2-E; Thence Northerly including the Easterly three (3) feet of said easement to the intersection of said easement with the S line of the SW 1/4 of Sec. 33 T. 20N, R-2-E; Thence continuing Northerly including the Easterly three (3) feet of tax parcels numbered 213-1, (Sec. 33), 167-2 (Sec. 28), 128-1 (SW ½ Sec. 21) and the Easterly three (3) feet of that portion of Tax Parcel 126-1 in the S ½ of the NW 1/4 of Sec. 21; thence including all of tax parcels 126, 126-2, 126-3 and 125 in the N ½ of the NW 1/4 of said Sec. 21; Thence the Southerly five hundred eighteen (518) feet of the SE 1/4 of the SW 1/4, Sec 16, all located in T. 20N, R-2-E, Cordova Township, Rock Island County, Illinois.

Commencing at the intersection of 13<sup>th</sup> Street East Moline and 17<sup>th</sup> Avenue heading in a Southeasterly direction to a point where 13<sup>th</sup> Street turns in a Southerly direction and following 13<sup>th</sup> Street until it intersects with the East 467' of the SE 1/4 of the SE 1/4 of Sec. 12, T. 17N, R-1-W, also including the following portions of Sec. 7, T-17N, R-1-E, the N ½ of the SE 1/4, the S 1000' of the S ½ of the NE 1/4, the N 750' of the NW 1/4 of the SE 1/4; the N ½ of the SW 1/4; and the W 500' of the SW 1/2; and the SW 1/4 of the NW 1/4. For the purposes of this description the path described in 13<sup>th</sup> Street E M consist of three feet (3) down the centerline of the public street.

Commencing at the intersection of 192<sup>nd</sup> Avenue N. and parcel 125 in the N ½ of the NW 1/4 of Section 21, T. 20 N, R-2-E in Cordova Township Rock Island County, Illinois. Heading westerly along 192<sup>nd</sup> Avenue N. to the intersection with Illinois Route 84, heading in a northeasterly direction along Illinois Route 84 to the point where Illinois Route 84 intersects with Parcel 16 in T. 20 N, R-2-E of the 4<sup>th</sup> PM. Only that portion of parcel 16 lying north of Illinois Route 84 along with parcels 27-2, 26, 23-1, 242-

3, 240 all lying within T. 20 N, R-2-E of the 4<sup>th</sup> PM. For the purposes of this description, the path described along 192<sup>nd</sup> Avenue N. and Illinois Route 84 consists of three (3) feet down the centerline of the public street.

Additionally, commencing at the intersection of Illinois Route 5 and the East Moline City limits heading in a north easterly direction to a point where Illinois Route 5 heads easterly, following Illinois Route 5 to a point where Illinois Route 5 intersects the NW 1/4 Section line, T. 18 N, R-1-E, Section 23, then heading northerly to the intersection of said 1/4 section line and parcel number 520-5 Hampton Township, also including parcels 520, 520-4, 520-2, 519, all within Hampton Township. For the purposes of this description, the path along Illinois Route 5 consists of three (3) down the centerline of the public street.

Commencing at the centerline of 7<sup>th</sup> Avenue and intersection of FAI-74 and 7<sup>th</sup> Avenue in Moline and heading southerly along FAI-74 to the intersection of US Route 6; and thence easterly down the centerline of US Route 6 to a point due south of the intersection of the westerly boundary of Parcel CV 12-1 lying in the northwest quarter of Section 22, T. 17 N, R-1-W, 4<sup>th</sup> PM; thence north along a singular line to the south west corner of said parcel CV-12-1; thence northerly a distance of eight hundred (800) feet; thence easterly a distance of six hundred and sixty-six (666) feet; thence southerly a distance of eight hundred (800) feet; thence southerly to the centerline of US route 6; thence westerly two hundred fifteen (215) feet; thence southerly a distance of ten (10) feet; thence westerly a distance of three hundred and eighty-five (385) feet with the exception of parcel CV 12-4. For the purposes of this description, the path described along FAI-74 and US Route 6 consist of three (3) feet down the centerline of the public highways. (*FedEx Ground Expansion 11/2000*)

Additionally, commencing at the centerline of US Route 6 and the easterly boundary of Parcel CV 12-1, lying in the northwest quarter of Section 22, T. 17 N, R-1-W, 4<sup>th</sup> PM; heading easterly in US Route 6 to US Route 150; heading southerly in US Rt. 150 to the Indian Bluff Road; heading in a south westerly direction in Indian Bluff Road to 68<sup>th</sup> Street; heading northerly in 68<sup>th</sup> Street to a parcel of land described as follows: Parcel 1) The westerly 1645 feet of the southerly 312.76 feet of the South ½ of Section 21, T.17 N, R-1-W of the 4<sup>th</sup> PM; Parcel 2) the Westerly 1645 feet of the northerly 437.24 feet of the North ½ of Section 28, T.17 N, R-1-W of the 4<sup>th</sup> PM; Parcel 3) The easterly 800 feet of the Southern 312.76 feet of the Southeast 1/4 of Section 20, T. 17 N, R-1-W of the 4<sup>th</sup> PM; and Parcel 4) The easterly 800 feet of the Northerly 437.24 feet of the Northeast 1/4 of Section 29, T. 17 N, R-1-W of the 4<sup>th</sup> PM; Additionally commencing again at the intersection of 68<sup>th</sup> Street and Indian Bluff Road heading westerly to a point on the easterly edge of Tax parcel 52-1 in Section 30, T.17 N, R-1-W of the 4<sup>th</sup> PM.; commencing on the westerly edge of Tax parcel 52-1 and the intersection of Indian Bluff Road heading westerly in Indian Bluff Road to the easterly edge of Tax Parcel 57-2, inclusive of 57-F, 57, 21 and 18 in Section 30 T. 17N, R-1-W of the 4<sup>th</sup> PM and Section 19, T.17 N, R-1-W of the 4<sup>th</sup> PM and Tax Parcel 290-2, NE 1/4 Section 24, T.17 N, R-2-W of the 4<sup>th</sup> PM and; Tax Parcel 294 in SE 1/4 Section 24, T.17 N, R-2-W of the 4<sup>th</sup> PM. For the purposes of this description, the path described along US Route 6, US Route 150, Indian Bluff Road and 68<sup>th</sup> Street consist of three (3) feet down the centerline of the public highways.

(*Elliot Aviation/Deere Airport/Milan 2/2001*).

Tax Parcel 57-A and including all of said parcel, Section 30, T.17 N, R-1-W of the 4<sup>th</sup> PM, commencing on the westerly intersection of Tax Parcel 57-A in Indian Bluff Road (*Moline Welding Feb 2002*)

Additionally, commencing at the centerline of I-74, turning in a Westerly direction and following John Deere Expressway (Highway 5) to a point where 27<sup>th</sup> Street intersects, heading Northerly to 36<sup>th</sup> Avenue and turning Westerly onto the Easterly side of Parcel 8046, Midvale 1<sup>st</sup> Addition located in the S ½ of Sec. 9, T.17 N., R.IW in South Moline Township. (*Moline 6/2002*)

Commencing at the centerline of John Deere Expressway (Highway 5) and turning Southerly at the Northwest corner of Section 16, go North 89° 19' 30" East, along the North line of Section 16 for 546.65 feet; thence South 00° 02' 48" East for 1,322.66 feet; thence North 89° 12' East for 50.0 feet to a point on the East line of 16<sup>th</sup> Street and the Point of Beginning; thence North 00° 02' 48" West for 914.0 feet; thence North 6° 21' 15" East for 213.23 feet to the Southerly right-of-way line of State Route Number 5, also known as John Deere Expressway; thence, along said Southerly right-of-way line, go North 60° 30' 20" East for 82.68 feet; thence South 86° 43' 38" East for 639.88 feet; thence South 80° 35' 56" East for 265.56 feet; thence along a curve to the left, the chord of which bears South 84° 51' 14" East for 253.71 feet, for an arc distance of 253.73 feet; thence North 89° 44" East for 730.97 feet to the West line of 27<sup>th</sup> Street; thence along said West line, go South 19° 02" East for 79.21 feet; thence South 00° 44' 10" East for 1,526.66 feet; thence South 00° 14' 20" East for 7.89 feet; thence South 00° 13' 07" West for 435.00 feet; thence South 00° 54' 30" West 103.00 feet; thence South 89° 28' 50" West for 661.55 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence South 00° 39' 20" East for 145.0 feet; thence South 89° 20' 40" West for 350.0 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence

South 00° 39' 20" West for 180.68 feet; thence South 89° 20' 40" West for 510.00 feet; thence South 00° 39' 20" East for 574.17 feet to the North line of "Ekhco 5<sup>th</sup> Addition," thence South 89° 28' 50" West along said South line for 211.16 feet to the East line of 16<sup>th</sup> Street; thence along said East line, go North 00° 00' 05" East for 1,098.78 feet to the Point of Beginning and there terminating.

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16<sup>th</sup> Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16<sup>th</sup> Street; thence North 89° 28' 50" East 1,287.18 feet to the Point of Beginning of the parcel herein described; thence continuing North 89° 28' 50" East 73.00 feet; thence North 00° 39' 20" West 541.19 feet; thence South 89° 20' 40" West 73.00 feet; thence South 00° 39' 20" East 541.02 feet to the said Point of Beginning; and Part of the Northwest quarter (1/4) of Section 16, Township 17 North, Range 1 West of the Fourth Principal Meridian, Moline, Rock Island County, Illinois more particularly described as follows:

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16<sup>th</sup> Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16<sup>th</sup> Street; thence North 89° 28' 50" East 211.16 feet to the Point of Beginning of the parcel herein described, thence continuing North 89° 28' 50" East 375.00 feet; thence North 00° 39' 20" West 575.03 feet; thence South 89° 20' 40" West 375.00 feet; thence South 00° 39' 20" East 574.17 feet to the Point of Beginning and there terminating. (*Moline 6/2002*)

Commencing at the centerline of John Deere Expressway (Highway 5) and turning Southerly at the Northwest corner of Section 16, go North 89° 19' 30" East, along the North line of Section 16 for 546.65 feet; thence South 00° 02' 48" East for 1,322.66 feet; thence North 89° 12' East for 50.0 feet to a point on the East line of 16<sup>th</sup> Street and the Point of Beginning; thence North 00° 02' 48" West for 914.0 feet; thence North 6° 21' 15" East for 213.23 feet to the Southerly right-of-way line of State Route Number 5, also known as John Deere Expressway; thence, along said Southerly right-of-way line, go North 60° 30' 20" East for 82.68 feet; thence South 86° 43' 38" East for 639.88 feet; thence South 80° 35' 56" East for 265.56 feet; thence along a curve to the left, the chord of which bears South 84° 51' 14" East for 253.71 feet, for an arc distance of 253.73 feet; thence North 89° 44" East for 730.97 feet to the West line of 27<sup>th</sup> Street; thence along said West line, go South 19° 02" East for 79.21 feet; thence South 00° 44' 10" East for 1,526.66 feet; thence South 00° 14' 20" East for 7.89 feet; thence South 00° 13' 07" West for 435.00 feet; thence South 00° 54' 30" West 103.00 feet; thence South 89° 28' 50" West for 661.55 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence South 00° 39' 20" East for 145.0 feet; thence South 89° 20' 40" West for 350.0 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence South 00° 39' 20" West for 180.68 feet; thence South 89° 20' 40" West for 510.00 feet; thence South 00° 39' 20" East for 574.17 feet to the North line of "Ekhco 5<sup>th</sup> Addition," thence South 89° 28' 50" West along said South line for 211.16 feet to the East line of 16<sup>th</sup> Street; thence along said East line, go North 00° 00' 05" East for 1,098.78 feet to the Point of Beginning and there terminating.

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16<sup>th</sup> Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16<sup>th</sup> Street; thence North 89° 28' 50" East 1,287.18 feet to the Point of Beginning of the parcel herein described; thence continuing North 89° 28' 50" East 73.00 feet; thence North 00° 39' 20" West 541.19 feet; thence South 89° 20' 40" West 73.00 feet; thence South 00° 39' 20" East 541.02 feet to the said Point of Beginning; and Part of the Northwest quarter (1/4) of Section 16, Township 17 North, Range 1 West of the Fourth Principal Meridian, Moline, Rock Island County, Illinois more particularly described as follows:

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16<sup>th</sup> Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16<sup>th</sup> Street; thence North 89° 28' 50" East 211.16 feet to the Point of Beginning of the parcel herein described, thence continuing North 89° 28' 50" East 375.00 feet; thence North 00° 39' 20" West 575.03 feet; thence South 89° 20' 40" West 375.00 feet; thence South 00° 39' 20" East 574.17 feet to the Point of Beginning and

there terminating. (*Moline 6/2002*)

Additionally, commencing at the South Quarter Corner of said Section 2, thence North 90 degrees 00 minutes 00 seconds East, 247.5 feet on the south line of said Section 2 to the southeast corner of Supervisor of Assessments tax parcel SM 56 and THE POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East, 870.02 feet on the east line of Supervisor of Assessments tax parcel SM 56, SM 44-1 and SM 43-1; thence North 90 degrees 00 minutes 00 seconds West, 302.66 feet on the north line of Supervisor of Assessments tax parcel SM 43-1 to the west line of the Southeast Quarter of said Section 2; thence North 00 degrees 00 minutes 00 seconds East, 559.99 feet on said line and the extension of said line to the northerly right of way line of 23<sup>rd</sup> Avenue; thence North 88 degrees 50 minutes 04 seconds West, 84.01 feet on said right of way line; thence South 87 degrees 37 minutes 36 seconds West, 242.59 feet on said right of way line to the southeast corner of Supervisor of Assessments tax parcel SM 46; thence North 00 degrees 35 minutes 39 seconds West, 661.20 feet on the west line of said tax parcel to the southerly right of way line of 22<sup>nd</sup> Avenue; thence North 70 degrees 59 minutes 07 seconds East, 200.92 feet on said right of way line to the beginning of a tangent curve, concave southerly with a radius of 751.84 feet; thence easterly 249.51 feet on the arc of said curve and right of way line; thence South 90 degrees 00 minutes 00 seconds East, 1141.72 feet on said right of way line to the westerly right of way line of Kennedy Drive; thence South 00 degrees 00 minutes 00 seconds West, 349.47 feet on said right of way line; thence South 90 degrees 00 minutes 00 seconds West, 125.00 feet on the easterly extension of the north line of Supervisor of Assessments tax parcel SM 57-2 and on said line to the west line of said tax parcel; thence South 00 degrees 00 minutes 00 seconds East, 150.00 feet to the north line of Supervisor of Assessments tax parcel SM 57-5; thence South 90 degrees 00 minutes 00 seconds West, 58.81 feet on said line to the west line of Supervisor of Assessments tax parcel SM 57-5; thence South 00 degrees 00 minutes 00 seconds East, 169.92 feet on said line to the northerly right of way line of Colona Avenue (42<sup>nd</sup> Avenue); thence North 83 degrees 42 minutes 00 seconds East, 133.82 feet on said right of way line; thence North 26 degrees 11 minutes 56 seconds East, 115.06 feet to the westerly right of way line of Kennedy Drive; thence South 00 degrees 00 minutes 00 seconds East, 296.34 feet to a point 1.50 feet north of the centerline of 42<sup>nd</sup> Avenue; thence south 90 degrees 00 minutes 00 seconds East, 6670.00 feet, parallel with and 1.50 feet distant from said centerline to the easterly right of way line of 13th Street; thence South 00 degrees 00 minutes 00 seconds East, 3.00 feet on said right of way line to a point 1.50 feet south of the centerline of 42<sup>nd</sup> Avenue; thence North 90 degrees 00 minutes 00 seconds West, 6670.00 feet, parallel with and 1.50 feet distant from said centerline to the westerly right of way line of Kennedy Drive; thence South 00 degrees 00 minutes 00 seconds West, 943.52 feet on said right of way line; thence South 09 degrees 55 minutes 39 seconds West, 203.02 feet on said right of way line; thence South 05 degrees 52 minutes 15 seconds East, 196.04 feet on said right of way line to the south line of Section 2; thence North 90 degrees 00 minutes 00 seconds West, 925.79 feet on said south line to the point of beginning, containing 61.04 acres, more or less. (*East Moline Southwest & Northwest corner of Kennedy and 42<sup>nd</sup> Avenue 8/2002*)

For the purposes of this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless stated otherwise.

Part of the Southwest Quarter of Section 31, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, part of the Northwest Quarter of Section 6, Township 17 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, part of the Southeast Quarter of Section 36, Township 18 North, Range 1 West of the 4<sup>th</sup> Principal Meridian and part of the Northeast Quarter of Section 1, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, described as follows:

Beginning at the point of intersection of a line 1.5 feet east of and parallel with 13<sup>th</sup> Street and a point 1.5 feet north of the centerline of 30<sup>th</sup> Avenue, thence East, 1355 feet parallel with and 1.5 feet distant northerly from said centerline to the southerly extension of the west line of Supervisor of Assessments Tax Parcel 06-723-10; thence North 390.5 feet on said west line to the northerly line of said Tax Parcel; thence South 74 degrees 43 minutes East, 305.5 feet on said north line to the east line of said Tax Parcel; thence South 331.5 feet on said east line and its extension to a point 1.5 feet south of the centerline of 30<sup>th</sup> Avenue; thence West, 1653.3 parallel with and 1.5 feet distant southerly from the centerline of 30<sup>th</sup> Avenue to a point 1.5 feet west of the centerline of 13<sup>th</sup> Street; thence North 1.5 feet to the point of beginning, containing 2.56 acres, more or less. And also that part of the Fractional Southwest Quarter being more particularly described as follows; Commencing at the Southeast Corner of Lot 6 according to the Assessor's Plat of 1863 in the Fractional Southwest Quarter South of the Flack and Bean Indian Boundary Line, of Section 31, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian; thence North on the East Line of said Lot 6, 237.4 feet, for a place of beginning; thence South 86 degrees 24 minutes East, 325 feet to the West line of Highway Route 80; thence Southerly on the West line of said Route 80, 20 feet; thence North 86 degrees 24 minutes West, 324 feet to a point on East line of said Lot 6; thence Northerly on the Easterly line of said Lot 6, 20 feet to the point of beginning, containing 0.149 acres more or less. (*East Moline 6/2003 animal hospital*)

Commencing at the intersection of the of tax parcel H-611-RU and the northwest corner of a parcel of land owned by the City of Silvis as the location of Well Number 7 both as shown on sheet 69 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986; thence southwesterly along the west line of said parcel owned by the City of Silvis, including the westerly three feet of said parcel, 100 feet; thence southwest along the west line and the southern extension of the west line of tax

parcel H-737 as shown on sheet 69 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, including the westerly three feet of said parcel to its intersection with the south right-of-way of 1<sup>st</sup> Avenue; thence southeast along said right-of-way, including the southerly three feet of said right-of-way, to the intersection of said right-of-way and the west right-of-way of 17<sup>th</sup> Street; thence southerly along the west right-of-way of 17<sup>th</sup> Street, including the westerly three feet of said right-of-way, to the intersection of said right-of-way and the northeast corner of tax parcel H-8351 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986; thence N87°43'10"W along the north line of tax parcel H-8351, 274.98 feet; thence N00°59'28"W along the east line of tax parcel H-8350 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 112.06 feet; thence N89°25'06"W along the north line of H-8350, 209.04 feet, thence N00°28'52"E along the east line of tax parcel H-8350, 215.03 feet to the south right-of-way of 11<sup>th</sup> Avenue; thence N88°02'04"W, 76.03 feet along said right-of-way; thence S00°33'38"W along the west line of tax parcel H-8350, 105.68 feet; thence N88°04'26"W along the north line of tax parcel H-8350, 100.01 feet; thence S00°25'40"W along the west line of tax parcels H-8350 and H-8351, 390.34 feet; thence S00°35'01"E along the west line of tax parcels H-8351 and H-8352 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 788.80 feet; thence S88°56'30"E along the south line of tax parcel H-8352, 613.93 feet to the west right-of-way of 17<sup>th</sup> Street; thence N08°24'13"E along said right-of-way 73.54 feet; thence N02°11'26"E along said right-of-way 406.37 feet; thence N68°38'02"W along the north line of tax parcel H-8352, 45.54 feet; thence N88°46'23"W along the north line of tax parcel H-8352, 176.30 feet; thence 124.90 feet along the north line of tax parcel H-8352 along an arc concave north with a radius of 50 feet and a chord bearing N70°20'17"W, 94.87 feet; thence 124.90 feet along the south line of tax parcel H-8351 along an arc concave south with a radius of 50 feet and a chord bearing N72°47'27"E, 94.87 feet; thence S88°46'23"E along the south line of tax parcel H-8351, 177.31 feet; thence N71°14'28"E along the south line of tax parcel H-8351, 50.33 feet to the west right-of-way of 17<sup>th</sup> Street; thence N02°04'26"E along said right-of-way 200.00 feet; thence N00°34'59"W along said right-of-way 169.88 feet; thence easterly across 17<sup>th</sup> Street to the east right-of-way of 17<sup>th</sup> Street; thence S02°22'53"W along said east right-of-way 269.47 feet; thence S87°37'59"E along the south line of tax parcel H-44-1 as shown on sheet 8 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 382.6 feet; thence S87°37'19"E along the south line of tax parcel H-44 as shown on sheet 8 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 779.75 feet to the East line of the West Half of the Northeast Quarter of Section 5; thence N00°00'00"W along said line 1250 feet; thence N88°01'53"W along the north line of tax parcel H-44, 823.01 feet to the east right-of-way of 17<sup>th</sup> Street; thence S53°41'06"E along said right-of-way 37.78 feet; thence S34°05'03"E along said right-of-way 152.91 feet; thence S22°00'26"E along said right-of-way 38.59 feet; thence S27°47'39"W along said right-of-way 54.31 feet; thence S11°53'46"E along said right-of-way 108.70 feet; thence S00°36'58"E along said right-of-way 172.55 feet; thence S56°19'56"E along said right-of-way 61.89 feet; thence S01°18'43"W along said right-of-way 85.30 feet; thence S66°40'33"E along said right-of-way 123.04 feet; thence S87°44'18"E along said right-of-way 379.40 feet; thence S02°22'53"W along said right-of-way 297 feet; thence westerly across 17<sup>th</sup> Street to the intersection of the west right-of-way of 17<sup>th</sup> Street and the northeast corner of tax parcel H-8351, all located in Sections 5 and 32, Townships 17 North and 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian in the City of Silvis, Rock Island County containing 43.88 acres, more or less. The amended area includes all of Tax Parcels H-44, H-44-1, H-8350, H-8351, and H-8352. The bearings used for this description are from Document Numbers 84-08040, 99-30779, and 98-35147 as recorded in the Rock Island County Recorder's Office and from Illinois DOT Right-of-Way Plats for F.A. Route 595 dated July 12, 1999. (Silvis 6/2003 Jewel/Miller project)

Part of the Southwest Quarter of Section 19 and part of the East 332 feet of the South Half of the East 92.10 acres of the Northwest Quarter of Section 19, all in Township 17 North, Range 1 West of the Fourth Principal Meridian, County of Rock Island, State of Illinois, described as follows:

Commencing at the Northeast Corner of said Southwest Quarter; thence North 89 degrees 31 minutes 49 seconds West along the North Line of said Southwest Quarter, a distance of 15.17 feet to the Point of Beginning; thence North 89 degrees 31 minutes 49 seconds West along said North Line, a distance of 174.83 feet; thence South 00 degrees 46 minutes 47 seconds West, a distance of 140.00 feet; thence North 89 degrees 31 minutes 49 seconds West, a distance of 10.00 feet to the West Right-of-Way Line of County Highway Route 78; thence North 00 degree 46 minutes 47 seconds East along said West Right-of-Way Line, a distance of 7.00 feet; thence North 89 degrees 31 minutes 49 seconds West, a distance of 642.82 feet to the East Line of Deere and Company, a Delaware Corporation; thence North 01 degree 10 minutes 06 seconds East along said East Line of Deere and Company, a Delaware Corporation, a distance of 3.00 feet to the North Right-of-Way Line of Blackhawk Township; thence South 89 degrees 31 minutes 49 seconds East along said North Right-of-Way Line, a distance of 642.80 feet to the West Right-of-Way Line of County Highway Route 78; thence North 00 degree 46 minutes 47 seconds East along said West Right-of-Way Line, a distance of 130.00 feet to the North Line of said Southwest Quarter; thence North 89 degrees 31 minutes 49 seconds West along said North Line, a distance of 130.90 feet to the Southeast Corner of Jensen's Subdivision; thence North 00 degrees

43 minutes 01 second East along the East Line of said Jensen's Subdivision, a distance of 987.72 feet; thence South 89 degrees 28 minutes 33 seconds East, a distance of 213.77 feet; thence South 09 degrees 28 minutes 33 seconds East, a distance of 158.71 feet; thence South 11 degrees 22 minutes 57 seconds East, a distance of 300.57 feet; thence South 00 degrees 26 minutes 37 seconds East, a distance of 537.09 feet to the Point of Beginning. The above described tract of land contains 6.566 acres, more or less. For the purpose of this description the North Line of said Southwest Quarter of Section 19, has been assigned the bearing of North 89 degrees 31 minutes 49 seconds West. (Milan 7/2003 Blackhawk Autoplex project)

Beginning at the southeast corner of Lot Two (2) in Maher's Garden Tracts, being located in part of the SW ¼ of Section 28, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, City of East Moline, Rock Island County, Illinois; Thence westerly along the south line of said Lot Two (2), to the east right of way line of a public roadway 163<sup>rd</sup> Street North; Thence northerly along said east line and an extension of said east line to a point on the East Moline city limit line; Thence easterly along said city limit line 645 feet, more or less; Thence southerly to the northeast corner of Lot One (1) of said Maher's Garden Tracts; Thence Southerly along the east line of said Lots One (1) and Two (2) to the Point of Beginning. (East Moline 8/2004 RV Parts and Service Center project)

Part of the Southeast Quarter of Section 1, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, described as follows:

Commencing at the intersection of the northerly extension of the easterly right of way line of 11th Street and the southerly line of the existing enterprise boundary, 3 feet wide, centered in the Avenue of the Cities right of way, thence North 90 degrees 00 minutes 00 seconds East, 145.10 feet, on said southerly line to the POINT OF BEGINNING; thence South 00 degrees 00 minutes 00 seconds East, 128.5 feet; Thence North 90 degrees 00 minutes 00 seconds East, 319.9 feet on the north line of Supervisor of Assessment Parcel 0715-1 to the east line of said Parcel; thence South 00 degrees 00 minutes 00 seconds East, 373.47 feet on said line to the south line of said Parcel; thence North 90 degrees 00 minutes 00 seconds West, 465.00 feet, on said south line to the west line of said Parcel and the east right of way line for 11<sup>th</sup> Street; thence North 00 degrees 00 minutes 00 seconds East, 221.95 feet on said line to the south line of Supervisor of Assessment Parcel 0715-2; thence North 89 degrees 24 minutes 27 seconds East, 147.0 feet, on said south line to the east line of said Parcel; thence North 01 degrees 52 minutes 05 seconds West, 150.08 seconds on said east line; thence North 00 degrees 00 minutes 00 seconds East, 128.50 feet to the southerly line of the existing enterprise boundary, 3 feet wide; thence North 90 degrees 00 minutes 00 seconds East, 145.10 feet, on said southerly line to the point of beginning, containing 3.50 acres, more or less. (East Moline 8/2004 Sammy G's project)

Part of the northwest quarter of the southwest quarter of section 6, township 17 north, range 1 east of the 4th p.m., East Moline, Rock Island County, Illinois, described as follows:

Beginning at the intersection of a point in the west line of the existing Enterprise Zone, 1.5 feet East of the centerline of 13<sup>th</sup> Street (Archer Drive) Thence a line 3 feet wide north 90 degrees 00 minutes 00 seconds east, a distance of 50.00 Feet connecting to the northwest corner of a tract of land being lots 1 and 2 of eagle subdivision, filed for record on November 14, 1996, as document no. 96 -26158 and lots 1 and 2 of eagles subdivision phase ii, filed for record on may 3, 2001, as document no. 2000 - 10808 in the office of the rock island county recorder, said point being the point of beginning; thence south 89 degrees 53 minutes 53 seconds east along the north line of said eagle subdivision, a distance of 420.37 feet; Thence north 00 degrees 15 minutes 34 seconds east, a distance of 5.20 Feet; thence south 89 degrees 35 minutes 20 seconds east along said north line a distance of 204.68 feet to the northeast corner of said eagle subdivision, said point also being the northwest corner of Hampton parcel h 88-3; thence south 00 degrees 15 minutes 34 seconds west along the east line of said eagle subdivision, a distance of 518.79 feet to the southeast corner of said eagle subdivision, said point also being on the north right of way line of the avenue of the cities frontage road and on the arc of a 1,232.50 feet long radius circular curve, concave to the northeast, with a central angle of 03 degrees 53 minutes 04 seconds and an 83.54 feet long chord that Bears south 86 degrees 28 minutes 54 seconds west; thence along the arc of said curve to the right, a distance of 83.56 feet; thence south 00 degrees 15 minutes 34 seconds west a distance of 9.75 feet; thence north 82 degrees 24 minutes 41 seconds west, a distance of 169.06 feet to a point on a 650.31 feet long radius circular curve concave to the northeast, with a central angle of 13 degrees 01 minutes 15 seconds, and a 147.47 feet long chord that bears north 70 degrees 02 minutes 36 seconds west; thence along the arc of said curve to the right, a distance of 147.79 feet; thence north 63 degrees 32 minutes 23 seconds west, a distance of 102.53 feet to the southwest corner of said eagle subdivision, said point also being a point on the easterly right of way line of 13th street; thence north 02 degrees 48 minutes 36 seconds west along the easterly right of way line of said 13th street, a distance of 407.38 feet; thence north 00 degrees 00 minutes 00 seconds west along said easterly right of way line, a distance of 9.83 feet to the point of beginning. The above-described parcel contains 7.079 acres more or less and is subject to all easements of record. (East Moline 8/2004 Former Eagle's site)

For the purposes this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless state otherwise.

Parts of the Southwest Quarter of Section 31, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, part of the Northwest Quarter of Section 6, Township 17 North, Range 1, East of the 4<sup>th</sup> Principal Meridian, described as follows:

Commencing at the Southeast Corner of Lot 6 according to the Assessor's Plat of 1863 in the Fractional Southwest Quarter South of the Flack and Bean Indian Boundary Line, of Section 31, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian; thence North on the East Line of said Lot 6, 237.4 feet; thence South 86 degrees 24 minutes East, 325 feet to the West Line of Highway Route 80; thence Southerly on the West Line of said Route 80, 17 feet to the point of beginning; thence South 86 degrees 24 minutes East 41.3 feet, more or less to a point 1.5 feet distant easterly of the centerline of 19<sup>th</sup> Street; thence southerly 231.6 feet, more or less, parallel with and 1.5 feet distant easterly from said centerline to a point 1.5 feet northerly of the centerline of Crosstown Avenue; thence easterly 543.7 feet, more or less, parallel with and 1.5 feet distant northerly from the centerline of Crosstown Avenue to a point 3 feet easterly of the extension of the westerly line of Supervisor of Assessments Tax Parcel H-68-1; thence southerly 64.0 feet, more or less, parallel with and 3 feet distant easterly to the extension of the westerly line of said parcel to a point on the north line of said parcel; thence southeasterly 304.5 feet, more or less, on the north line of Parcel H-68-1 to the south line of said parcel; thence westerly 264.34 feet, more or less, on said south line to the west line of said parcel; thence northerly 142 feet, more or less, on said west line to the north line of said parcel; thence continuing northerly 60.6 feet, more or less, on the extension of the west line of said parcel to a point 1.5 feet southerly of the centerline of Crosstown Avenue; thence westerly 543.5 feet, more or less, parallel with and 1.5 feet distant southerly from said centerline to a point 1.5 feet distant westerly of the centerline of 19<sup>th</sup> Street; thence northerly 231.5 feet, more or less, parallel with and 1.5 feet distant westerly of the centerline of 19<sup>th</sup> Street; thence North 86 degrees 24 minutes West 38.3 feet, more or less to the West Line of Highway Route 80; thence Northerly on the West Line of Highway Route 80, 3 feet, more or less, to the point of beginning, containing 0.527 acres more or less. (Silvis 8/2004 Hospital Road site)

Part of the South Half of Section 9, part of the Southwest Quarter of Section 10 and part of the Northwest Quarter of Section 15, all in township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, described as follows:

Beginning at the intersection of a point in the east line of the existing Enterprise Zone, 1.5 feet east of the centerline of I-74 and 3 feet north of the south line of the South Half of said Section 9, thence East, parallel with and 3 feet distant north from the south line of the South Half of said Section 9 and 3 feet distant north from the south line of the Southwest Quarter of said Section 10, to a point 1.5 feet east of the centerline of 38<sup>th</sup> Street; thence South 00 degrees 14 minutes 30 seconds East, 1183.00 feet, parallel with and 1.5 feet distant from said centerline, to the northerly right of way line of 42<sup>nd</sup> Avenue; thence North 89 degrees 40 minutes 31 seconds West, 431.43 feet; thence North 00 degrees 12 minutes 06 seconds East, 723.91 feet; thence North 63 degrees 15 minutes 24 seconds East, 12.70 feet to the southerly right of way line of 40<sup>th</sup> Avenue; thence North 84 degrees 54 minutes 24 seconds East, 364.92 feet on said right of way line; thence South 29 degrees 27 minutes 28 seconds East, 36.90 feet to the westerly right of way line of 38<sup>th</sup> Street; thence South 05 degrees 01 minutes 46 seconds East, 114.30 feet on said right of way line; thence South 00 degrees 14 minutes 30 seconds West, 615.32 feet on said right of way line to a point 3.00 feet north of the north right of way line of 42<sup>nd</sup> Avenue; thence South 89 degrees 40 minutes 31 seconds East, 25.50 feet to a point 1.5 feet westerly from the centerline of 38<sup>th</sup> Street; thence North 00 degrees 14 minutes 30 seconds East, 1177.02 feet, parallel with and 1.5 feet distant from said centerline, to the south line of the Southwest Quarter of Section 10; thence West on the south line of said Section 10 and on the south line of Section 9 to a point in the east line of the existing Enterprise Zone, 1.5 feet east of the centerline of I-74 and there terminating, containing 7.16 acres, more or less. (Moline 8/2004 Theater project)

BEGINNING AT THE POINT WHERE THE WEST LINE OF LOTS 3, 4, 5 AND 6 OF MICHAEL HARTZELL'S ADDITION FILED JULY 26, 1878 IN DEED BOOK 66, PAGE 231, IN THE CITY OF MOLINE, ILLINOIS, EXTENDED NORTHERLY INTERSECTS THE CENTERLINE OF 7<sup>th</sup> AVENUE AS NOW ESTABLISHED IN THE CITY OF MOLINE, ILLINOIS; THENCE SOUTH ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED, 355.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 6 IN SAID MICHAEL HARTZELL'S ADDITION; THENCE SOUTH 02° 30' EAST, MORE OR LESS, ALONG THE WEST LINE OF LOTS 7, 8, 9, 10, 11 AND 12 IN SAID MICHAEL HARTZELL'S ADDITION, A DISTANCE OF 259.5 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 12 IN SAID MICHAEL HARTZELL'S ADDITION, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 10<sup>TH</sup> AVENUE IN THE CITY OF MOLINE, ILLINOIS, AS NOW ESTABLISHED; THENCE SOUTH 90° 00' EAST, MORE OR LESS, ALONG SAID NORTH RIGHT OF WAY LINE, SAID LINE ALSO BEING THE SOUTH LINE OF LOTS 12 AND 13 IN MICHAEL HARTZELL'S ADDITION AND THE SOUTH LINE OF LOTS 10 AND 11 IN GEORGE W. BELL'S ADDITION FILED MARCH 24, 1902, IN PLAT BOOK 7, PAGE 58, IN THE CITY OF MOLINE, ILLINOIS, A DISTANCE OF 290.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TAX PARCEL NO. 08388-1, LOCALLY KNOWN AS 1001 - 16<sup>TH</sup> STREET IN THE CITY OF MOLINE, ILLINOIS, AND THERE TERMINATING, containing 2.2 acres more or less. (Moline 11/2004 Moline HS Loft project)

Part of the Northwest and Northeast Quarters of Section 19 and the Northwest Quarter of Section 20, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, Blackhawk Township, Rock Island County, Illinois, more particularly described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of Section 19; thence North 89 degrees 31 minutes 49 seconds West along the South Line of said Northwest Quarter, a distance of 15.17 feet to the Point of Beginning of a 3 foot wide tract of land (which centerline is) as follows: From the point of beginning South 89 degrees 31 minutes 49 seconds East along the South

Line of said Northwest Quarter, a distance of 15.17 feet to the Southeast Corner of said Northwest Quarter; Thence North along the East Line of said Northwest Quarter to the Northeast Corner of the Southeast Quarter of said Northwest Quarter of Section 19; Thence East to the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 20; Thence North 00 degrees 21 minutes 35 seconds East, a distance of 30.00 feet to the North Right of Way Line of State Aid Route 32 (also known as 69<sup>th</sup> Avenue) and the end of the 3 foot wide tract. Beginning at a point where the 3 foot wide tract ends North 89 degrees 28 minutes 14 seconds West along said North Right of Way Line, a distance of 360.71 feet; Thence North 00 degrees 44 minutes 23 seconds East, a distance of 625.36 feet to the Southerly Right of Way Line of Federal Aid Route 138; Thence curving to the right a distance of 404.13 feet along the arc of a circle having a radius of 3740.24 feet, and having a chord bearing of North 61 degrees 34 minutes 13 seconds East and a chord distance of 403.93 feet to the West Line of Lot 1, Twilight Gardens Addition; Thence South 00 degrees 01 minutes 34 seconds West along said West Line, a distance of 438.46 feet to the Northwest Corner of Lot 10 Home Addition; Thence South 00 degrees 21 minutes 35 seconds West along the West Line of said Lot 10, a distance of 382.50 feet to the North Right of Way Line of State Aid Route 32 and the point of beginning. For the purpose of this description, the North Right of Way Line of State Aid Route 32 is assumed to have a bearing of North 89 degrees 28 minutes 14 seconds West. The above-described 3 foot wide tract of land contains 0.37 acres and the parcel contains 5.975 acres to total 6.34 acres, more or less. (RI County 1/2005 Avis-Budget)

Part of Lot 1 of Heirs of C.F. Mueller's Assessors Plat of the West 50 Acres of the North Half of the Northeast Quarter of Section 6, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, which lays West of Third Street in the city of Moline. Also, part of the West Half of the Southeast Quarter of Section 31, Township 18 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois, more particularly described of follows:

Beginning at the Southwest Corner of the Southeast Quarter of said Section 31;

Thence North 01 degrees 03 minutes 49 seconds West, along the West Line of said Southeast Quarter, a distance of 438.61 feet, to the Southeast Line of Tract 2 an exception to Parcel 3, as described in Warranty Deed-document number 2002-14226 in the Rock Island County Recorders office;

Thence North 60 degrees 39 minutes 04 seconds East, along said Southeast Line, a distance of 325.22 feet;

Thence North 52 degrees 53 minutes 59 seconds East, along said Southeast Line, a distance of 264.60 feet, to the East line of said exception to Parcel 3;

Thence North 01 degrees 08 minutes 51 seconds West, along said East line, a distance of 99.97 feet, to the North line of said Parcel 3;

Thence North 88 degrees 52 minutes 38 seconds East, along said North Line, a distance of 240.52 feet, to the West Line of Block 1 in Brooks 1<sup>st</sup> Addition to the City of Moline;

Thence South 00 degrees 15 minutes 20 seconds East, along said West line, a distance of 385.11 feet, to the North Right-of-Way line of 11<sup>th</sup> Avenue.

Thence South 62 degrees 40 minutes 07 seconds East, along said North line, a distance of 45.13 feet;

Thence East, along said North line, a distance of 935 feet more or less, to the centerline of 4<sup>th</sup> Street;

Thence South, along said Center line, a distance of 60 feet more or less, to the South Right-of-Way line of 11<sup>th</sup> Avenue;

Thence West, along said South line, a distance of 795 feet more or less, to the West Right-of-Way line of 3<sup>rd</sup> Street;

Thence South 00 degrees 28 minutes 50 seconds East, along said West line, a distance of 66.20 feet, to the North Line of Block 2 in Brooks 1<sup>st</sup> Addition to the City of Moline;

Thence South 89 degrees 34 minutes 15 seconds West, along said North line, a distance of 139.48 feet, to the West Line of said Block 2;

Thence South 00 degrees 15 minutes 20 seconds East, along said West line, a distance of 300 feet more or less, to the North Right-of-Way line of 12<sup>th</sup> Avenue;

Thence North 89 degrees 55 minutes 45 seconds East, along said North line, a distance of 140.00 feet, to the West Right-of-Way of 3<sup>rd</sup> Street;

Thence South 00 degrees 29 minutes 30 seconds East, along said West Right-of-Way Line, a distance of 99.07 feet, to the North line of the property described in Warranty Deed-document number 2000-30795 in the Rock Island County Recorders office;

Thence North 89 degrees 46 minutes 54 seconds West, along said North line and it's Westerly extension, a distance of 161.32 feet, to the West Line of the exception to Parcel 1 as described in Warranty Deed-document number 2002-14226 in the Rock Island County Recorders office;

Thence South 00 degrees 11 minutes 11 seconds East, along said West line, a distance of 85.70 feet, to the South Line of said Lot 1;

Thence South 89 degrees 57 minutes 48 seconds West, along said South line, a distance of 712.87 feet, to the West Line of the Northeast Quarter of said Section 6;

Thence North 01 degrees 42 minutes 30 seconds East, along said West line, a distance of 153.85 feet, to the Point of Beginning;

For the purpose of this description, the West Line of Southeast Quarter of said Section 31, has a bearing of North 01 degrees 03 minutes 49 seconds West, based on the North American Datum of 1983, Illinois State Plane Coordinate System, West Zone. (Moline 6/2005 Autumn Trails)

Part of Section 6, Township 17 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, described as follows:

Beginning at the southwest corner of Supervisor of Assessments Parcel 0664-5, thence South 53 degrees 32 minutes 58 seconds West, 33.10 feet to a point on Hospital Road; thence South 36 degrees 27 minutes 02 seconds East, 421.43 feet in said Road; thence South 01 degrees 09 minutes 58 seconds West, 899.05 feet in said Road to the westerly extension of the north right of way line of Illini Drive; thence North 89 degrees 53 minutes 26 seconds East, 1326.64 feet on said right of way line to the east right of way line of 10<sup>th</sup> Street; thence South 00 degrees 32 minutes 10 seconds East, 2782.39 feet on said right of way line to the southerly right of way line of Colona Road; thence North 63 degrees 56 minutes 56 seconds West, 1520.91 feet on said right of way line to the southerly extension of Supervisor of Assessments Parcel 068414; thence North 00 degrees 18 minutes 27 seconds East, 844.38 feet on said line; thence North 89 degrees 41 minutes 33 seconds West, 73.39 feet to the westerly right of way line of Hospital Road; thence North 04 degrees 52 minutes 14 seconds East, 131.58 feet on said right of way line; thence North 00 degrees 27 minutes 47 seconds East, 1076.99 feet on said right of way line; thence North 89 degrees 54 minutes 25 seconds East, 58.50 feet to a point in Hospital Road; thence North 01 degrees 09 minutes 58 seconds East, 956.99 feet to a point in Hospital Road; thence North 36 degrees 27 minutes 02 seconds West, 423.41 feet to a point in Hospital Road; thence North 53 degrees 32 minutes 58 seconds East, 33.10 feet to the westerly boundary of Supervisor of Assessments Parcel 0664-5. (Silvis - Hynd Farm Sept. 2005)

Also, all that part of the Northeast Quarter and the Northwest Quarter of Section 32, Township 18 North, Range 1 East of the Fourth Principal Meridian, City of Silvis, Rock Island County, Illinois, described as follows:

Beginning at an intersection of the north line of First Avenue, City of Silvis, with the west line of Sixteenth Street, City of Silvis, extended; thence South 79 degree 22' East along the north line of First Avenue a distance of 218.00 feet; thence North 10 degree 38' East a distance of 501.35 feet to the centerline of the existing railroad spur; thence in a southwesterly direction along a 8 degree 00' curve, and along the centerline of said railroad spur, a distance of 259.6 feet; thence South 10 degree 38' West a distance of 366.4 feet to the north line of First Avenue; thence South 79 degree 22' East along said north line a distance of 2.0 feet to the point of beginning, containing 2.242 acres. (Silvis FS Territory December 2005)

Part of the Northwest Quarter of Section 32, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, described as follows:

Beginning at the southwesterly corner of Supervisor of Assessments Tax Parcel 06734-4; thence South 74 degrees 53 minutes 28 seconds East, 3.00 feet; thence South 15 degrees 06 minutes 32 seconds West, 38.00 feet; thence North 74 degrees 51 minutes 58 seconds West, 1225.61 feet; thence South 15 degrees 15 minutes 18 seconds West, 37.58 feet to the northeast corner of Lot 7 in Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence South 14 degrees 42 minutes 58 seconds West, 120.06 feet on the easterly line of said Lot to the northerly line of the public alley; thence North 74 degrees 48 minutes 57 seconds West, 505.39 feet on said northerly line to the southwesterly corner of Lot 12 in Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence North 14 degrees 45 minutes 43 seconds East, 119.70 feet on the westerly line of said Lot 12 to the southerly right of way line of 1<sup>st</sup> Avenue; thence South 74 degrees 51 minutes 24 seconds East, 502.30 feet on said southerly right of way line to a point 3.00 feet North 74 degrees 51 minutes 24 seconds West of the northeast corner of Lot 7 in

Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence North 15 degrees 15 minutes 18 seconds East, 40.61 feet; thence South 74 degrees 51 minutes 52 seconds East, 1225.60 feet; thence North 15 degrees 06 minutes 32 seconds East, 35.00 feet to the point of beginning, containing 1.45 acres, more or less. (Silvis Black Hawk State Bank December 2005)

Part of the Southeast Quarter of Section 10 and the Southwest Quarter of Section 11, Township 18 North, Range 2 East of the 4<sup>th</sup> Principal Meridian, Zuma Township, Rock Island County, Illinois, more particularly described as follows:

A 3 foot wide tract with it's centerline beginning at the intersection of the South Line of the SW ¼ of the SW ¼ of Section 9, Township 18 North, Range 2 East, of the 4<sup>th</sup> P.M., with the East edge of the Mid-American Energy Easement; thence East along the South line of Sections 9 & 10 to the SW Corner of the SE ¼ of the SE ¼ of Section 10, Township 18 North, Range 2 East, of the 4<sup>th</sup> P.M.; thence continuing East a distance 420 feet on the South line of the SE ¼ of the SE ¼ of said Section 10; thence N. 01°54'07" W. a distance of 50.25 feet and ending said 3 foot wide tract.

Beginning at the end of the 3 foot wide tract as the Point of Beginning, thence N. 01°54'07" W. a distance of 503.57 feet; thence N. 89°57'50" W. a distance of 420.0 feet; thence N. 01°37'58" W. a distance of 758.94 feet; thence S. 89°35'32" E. a distance of 1355.84 feet; thence N. 89°59'17" E. a distance of 1742.12 feet to the west row line of F.A. Route 403 (U.S. Route I-88); thence S. 51°52'08" W. a distance of 420.96 feet along the west row line; thence S. 45°02'49" W. a distance of 400.0 feet along the west row line; thence S. 57°34'32" W. a distance of 219.31 feet along the west row line; thence N. 88°18'28" W. a distance of 702.41 feet along the north row line for the NW Ramp; thence S. 60°34'24" W. a distance of 363.58 feet along the north row line for the NW Ramp; thence S. 19°01'26" W. a distance of 344.48 feet along the west row line for the NW Ramp; thence S. 46°28'13" W. a distance of 101.09 feet along the west row line for the NW Ramp where it intersects the north row line of Illinois Route 92; thence N. 89°57'50" W. a distance of 200.0 feet along the north row line; thence S. 81°54'21" W. a distance of 282.84 feet along the north row line; thence N. 89°57'50" W. a distance of 155.9 feet along the north row line back to the Point of Beginning, containing approximately 52.335 acres. (Rock Island County Joslin Travel Plaza, March 2006)

Part of the Northwest Quarter of Section 30, Township 17 North, Range 1 West of the 4<sup>th</sup> P.M.. County of Rock Island, State of Illinois, being more particularly described as follows: Commencing at the Northeast Corner of Northwest Quarter of Section 30; Thence S 0 degrees 29' 15" E, along the East line of said Northwest Quarter 106.78 feet to the Point of Beginning of this description; Thence S 0 degrees 29' 15" E, 223.66 feet to the North line of Tract 3 as conveyed by Warranty Deed Doc. No. 92-03974 in the Rock Island County Recorder's Office; Thence N 89 degrees 57'35" W, along said North line 653.17 feet to the Easterly Right-of-Way line of County Highway Route 78; Thence 260.44 feet along said Right-of-Way line also being the arc of a circle concave to the Northwest, having a radius of 5829.65 feet and having a chord bearing and distance of N 30 degrees 51'25" E, 260.42 feet; Thence S 89 degrees 57' 35" E, 517.70 feet to the Point of Beginning, excepting any parts deeded for highway purposes, situated in the County of Rock Island and State of Illinois.

A tract of land situated in the Northwest Quarter of Section Number Thirty (30) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section Number Thirty (30), 1,175 feet to the Northerly right-of-way line of S.A. Route Number Sixteen (16) (Indian Bluff Road); thence North 65 degrees West along the Northerly right-of-way line of said. S.A. Route Number Sixteen (16) (Indian Bluff Road) 364 feet; thence North along a line 330 feet West of and parallel to the East line of the Northwest Quarter of said Section Number Thirty (30), 415 feet to an existing one half inch square steel pin, said one half inch steel pin being the point of beginning of the following described tract, thence continuing North on an assumed bearing of North 00 degrees 00 minutes 00 seconds West 94.80 feet; thence North 89 degrees 59 minutes 40 seconds West 413.68 feet to the Easterly right-of-way line of C. H. Route Number Seventy Eight (78); thence in a Southwesterly direction along a curve to the right with a radius of 5,279.65 feet, said curve also being the Easterly right-of-way line of C.H. route Number Seventy Eight (78) to a concrete right-of-way marker, said concrete right-of-way marker bearing South 34 degrees 06 minutes 42 seconds West 94.30 feet from the last described point; thence South 34 degrees 08 minutes 20 seconds West along the Easterly right-of-way line of C.H. Route Number Seventy Eight (78) 20.20 feet to an existing one half inch square steel pin; thence South 89 degrees 59 minutes 40 seconds East 477.90 feet to the point of beginning, excepting that part deeded for highway purposes recorded as Doc. No. 2003-29158, situated in the County of Rock Island and State of Illinois.

That part of the Northwest Quarter of Section Number Thirty (30) Township Number Seventeen (17) North, Range Number One (1) West of the 4<sup>th</sup> Principal Meridian, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section Number Thirty (3); thence South along the Quarter Section line Five Hundred Sixty Three and Eight Tenths (563.8) feet; thence West at right angles to said Quarter Section line Three Hundred Thirty (330) feet for the place of beginning; thence South parallel with said Quarter Section line One Hundred Ninety One and Two Tenths (191.2) feet to the Northeast corner of a triangular tract conveyed to Robert H. Smit, Highway Commissioner by deed filed September 8, 1967 and recorded in Book 357 of Records as Document Number 655426; thence South Sixty Four (64) degrees Forty Four (44) minutes West Two Hundred Seventy eight (278) feet along the North line of said tract described in Book 357 of Records, Document Number 655426 to the Northerly line of the Township Road known as S.A. Route Number Sixteen (16) (16); thence North Sixty Five (65) degrees

Thirty Five (35) minutes West along said Northerly line Three Hundred (300) feet; thence North parallel with said Quarter Section line One Hundred Eighty Five and Eight Tenths (185.8) feet; thence East at right angles to said Quarter Section line Five Hundred Twenty Four and Six Tenths (524.6) feet to the place of beginning, excepting that part deeded to the State of Illinois in Warranty Deed dated May 13, 1975 and recorded in the Recorder's Office June 10, 1975 in Record Book 633 as Document Number 769711, situated in the County of Rock Island and State of Illinois.

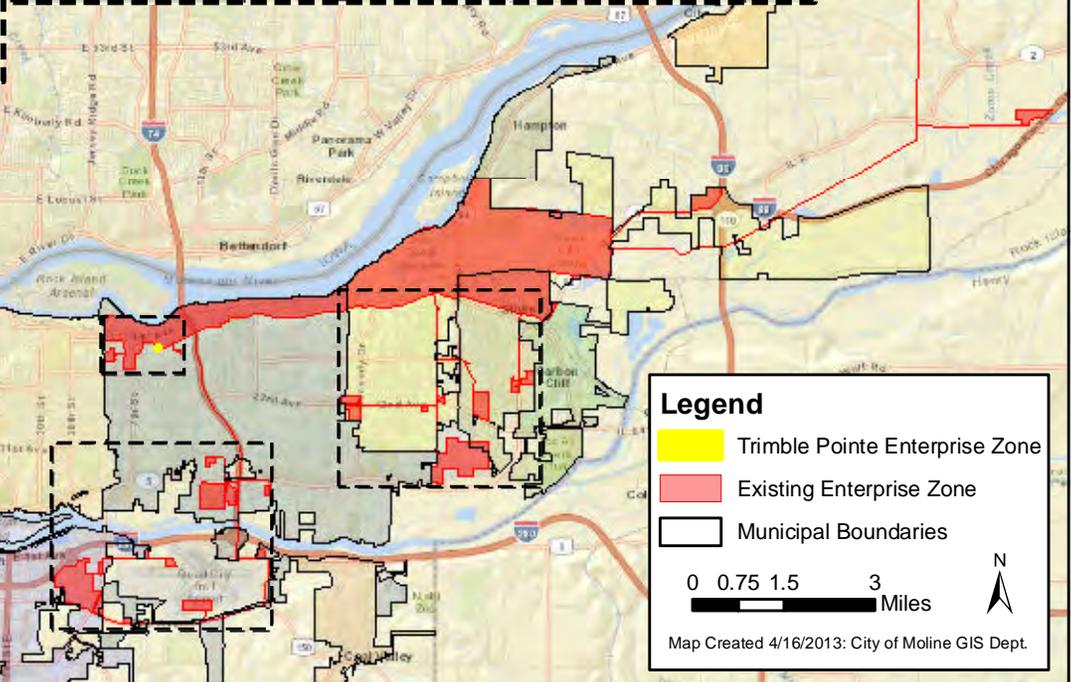
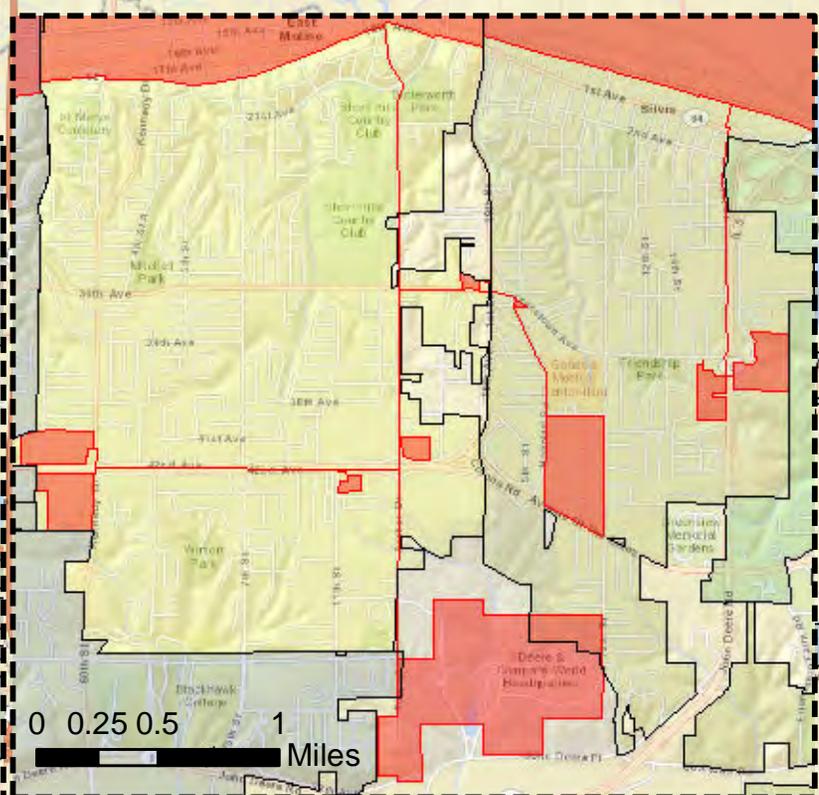
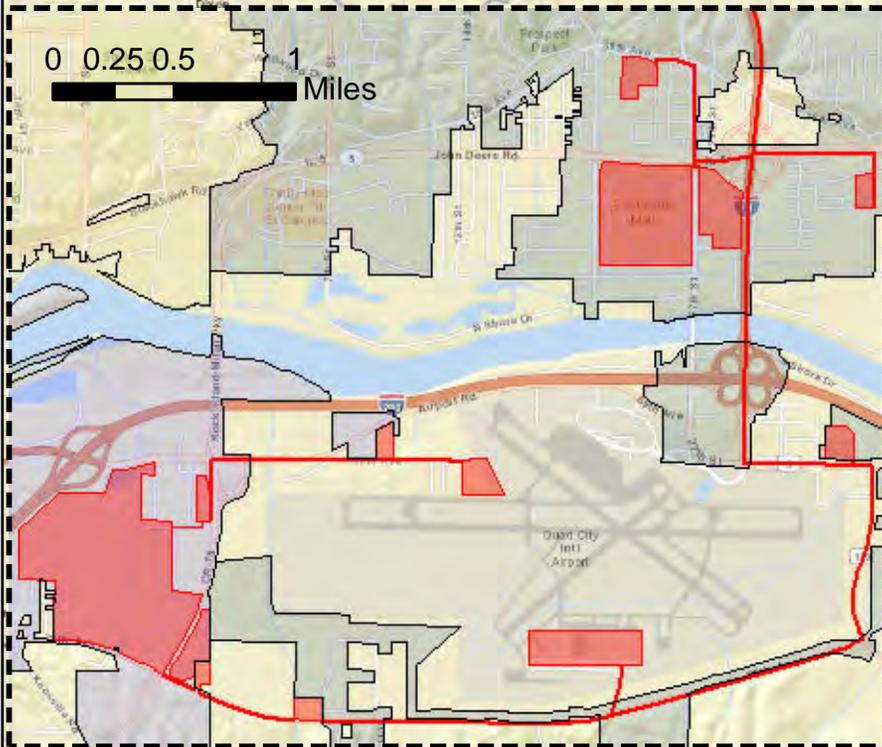
Part of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Seventeen (17) North, Range One (1) West of the 4<sup>th</sup> Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Seventeen (17) North, Range One (1) West; thence South 00-39-15 East, along the East line of the Northwest Quarter (NW 1/4) of said Section Thirty (30) a distance of 438.00 feet to the point of beginning of the following described tract; thence South 80-23-03 West along the North line to a parcel recorded as Document Number 646181 in the Recorder's Office, a distance of 330.00 feet; thence South 00-04-41 East, a distance of 29.04 feet; thence North 89-59-40 West, a distance of 413.61 feet to a point on a curve on the Easterly right-of-way line of County Highway 78; thence Northeasterly along said right-of-way, along a curve to the left, said curve having a radius of 5729.65 feet and whose chord bears North 32-38-55 East, a distance of 164.52 feet from the last described point to a point on the curve; thence North 89-51-46 East, a distance of 653.57 feet to a point on the East line of the Northwest Quarter (NW 1/4) of said Section Thirty (30); thence South 00-39-15 East, along said East line, a distance of 107.55 feet to the point of beginning, excepting any parts deeded for highway purposes, situated in the County of Rock Island and State of Illinois. (Village of Milan, Beltway Commons, January 2008).

Part of the Northeast Quarter of Section 20, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, Blackhawk Township, Rock Island County, Illinois, more particularly described as follows:

Point of Beginning of a 3 foot wide tract, which centerline is as follows: Beginning at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 20; Thence East to the Southwest Corner of the Northwest Quarter of the Northeast Quarter of Section 20; Thence South approximately 10 feet along the West line of the Northeast Quarter of Section 20 to the Centerline of State Aid Route 32, also known as 69<sup>th</sup> Avenue; Thence 62.55 feet along said Centerline, and the arc of a circle curving to the left, said arc having a radius of 1,145.97 feet, a chord bearing of North 79 degrees 54 minutes 16 seconds East, and a chord distance of 62.54 feet; Thence North 78 degrees 20 minutes 27 seconds East along said Centerline, a distance of 188.45 feet; Thence South 11 degrees 39 minutes 33 seconds East, a distance of 40.00 feet to the South Right of Way Line of said State Aid Route 32 which is the end of the centerline of the 3 foot wide tract and the Point of Beginning.

Thence from the Point of Beginning North 78 degrees 20 minutes 27 seconds East along said North Right of Way Line, a distance of 105.65 feet; Thence 250.94 feet along said Right of Way Line, and the arc of a circle curving to the right, said arc having a radius of 1,106.00 feet, a chord bearing of North 84 degrees 50 minutes 27 seconds East, and a chord distance of 250.41 feet; Thence South 88 degrees 39 minutes 33 seconds East along said Right of Way Line, a distance of 198.62 feet; Thence South 23 degrees 41 minutes 22 seconds East, a distance of 850.66 feet; Thence North 88 degrees 35 minutes 02 seconds West, a distance of 898.73 feet; Thence North 00 degrees 25 minutes 10 seconds East along an extension of the East Line of F. Whiteside Addition to Rock Island County, Recorded in Book 46 Page 194 in the Rock Island County Recorders office, a distance of 717.57 feet to the Point of Beginning, containing 12.666 acres, more or less. For the purpose of this description The West Line of the Northeast Quarter is assumed to bear South 00 degrees 06 minutes 55 seconds West. (Rock Island County – Deere Airport Hangar, February 2008)

# Quad Cities Enterprise Zone



**Legend**

- Trimble Pointe Enterprise Zone
- Existing Enterprise Zone
- Municipal Boundaries

0 0.75 1.5 3 Miles

Map Created 4/16/2013: City of Moline GIS Dept.

## **EXHIBIT “1”**

### **Illinois Quad Cities Enterprise Zone**

This amended Inter-Governmental Agreement is made and entered into this 7th day of May, 2013 by and between the City of Silvis, the City of East Moline, the City of Moline, the Village of Milan and the County of Rock Island, all in the State of Illinois, hereinafter referred to as the “Municipalities”:

WITNESSETH:

WHEREAS, the Cities of Moline, East Moline and Silvis, Illinois entered into an Inter-Governmental Agreement on December 22, 1987 (hereinafter, “the Agreement”) for the purpose of establishing an Enterprise Zone; and

WHEREAS, the County of Rock Island was included in the Illinois Quad Cities Enterprise Zone on September 27, 1999; and

WHEREAS, the Village of Milan was included in the Illinois Quad Cities Enterprise Zone on February 27, 2001; and

WHEREAS, the City of Moline has requested that the boundaries be changed to add territory within the existing Enterprise Zone; and

WHEREAS, said new territory includes property identified in the attached Exhibit “A”; and

WHEREAS, the additional territory will facilitate an increased economic benefit to the Quad Cities.

WHEREAS, pursuant to Illinois Revised Statutes 1985; Chapter 67 1/2, the City of Moline conducted a public hearing on Tuesday, April 23, 2013; and

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the future consideration of the recitals herein above set forth, it is hereby among the Municipalities hereto, as follows:

- A. That the attached Exhibit “A” which provides a legal description of the area of the Enterprise Zone and Exhibit “B” which provides a map of the Enterprise Zone, which Exhibits are attached to this Agreement and made a part hereof shall be understood and agreed by the parties as constituting “the area” described or precisely described in the Agreement related to the Ordinances adopting the Enterprise Zone and as constituting the “Enterprise Zone” within the meaning of said Agreement and said adopted Ordinances.
- B. In all other respects, the Agreement shall continue in full force and effect.

**SIGNATURE PAGE**

CITY OF EAST MOLINE, ILLINOIS

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

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF MOLINE, ILLINOIS

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

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

CTY OF SILVIS, ILLINOIS

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

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF ROCK ISLAND, ILLNOIS

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

Title: Chairman \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF MILAN, ILLINOIS

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

Title: President, Board of Trustees

Date: \_\_\_\_\_

Sponsor:

A RESOLUTION

AUTHORIZING the Police Chief/Public Safety Director to execute an Intergovernmental Training Use Agreement allowing the police tactical unit to conduct training drills at the Marseilles Training Center in Marseilles, Illinois, and indemnifying the Illinois Department of Military Affairs from any loss or liability that might occur during the training. The term of the agreement is April 2013 through September 2013.

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WHEREAS, the police department will occasionally request the use of property and buildings for the purpose of conducting training exercises; and

WHEREAS, the use of the Marseilles Training Center has been requested to conduct Crisis Containment Unit tactical training exercises; and

WHEREAS, the Illinois Department of Military Affairs has agreed to allow the training only upon receipt of an executed Intergovernmental Training Use Agreement stipulating terms for the use of the center and indemnifying them from any loss or liability that might occur during the training.

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

That the Police Chief/Interim Public Safety Director is authorized to execute an Intergovernmental Training Use Agreement allowing the police tactical unit to conduct training drills at the Marseilles Training Center in Marseilles, Illinois, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and by this reference incorporated herein, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

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Mayor  
May 7, 2013  
Date

Passed: May 7, 2013

Approved: May 14, 2013

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

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City Attorney

**MARSEILLES TRAINING CENTER**  
**W91SMC13MTA23**  
**Intergovernmental Training Use Agreement**

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Pursuant to Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. the Illinois Department of Military Affairs (DMAIL) and the City of Moline Police Department (Licensee) enter into the following agreement:

1. Licensee will be permitted to use the following training area(s) located at Marseilles Training Center on the date(s) and time(s) indicated:
  - a. Training Areas, ranges, housing and other services as requested and approved.
  - b. Date(s) and Time(s) of use: April 2013 through September 2013, based on the availability and approval of the Marseilles Training Center Range Facility Management Support System (RFMSS) request.
  - c. Authorized uses of training area(s): Training/Range Operations.
  - d. Restrictions on use of above training area(s) and/or additional support to be furnished by IAW NGIL REGULATION 350-11, MARSEILLES TRAINING CENTER.
2. Licensee certifies that all training will be conducted under the supervision of competent instructors, or that all participants themselves are employees of licensee and are themselves experts, and that proper safety precautions will be strictly adhered to at all times. Licensee further certifies the above training area(s) will be used solely for the purposes authorized herein, and all participants will be restricted to the authorized training area(s).
3. Licensee will thoroughly clean the training area(s) after use, properly dispose of all waste, and leave the premises in the same condition as when occupied by Licensee.
4. Licensee will promptly relinquish the training area(s) upon request of DMAIL if said training area(s) are required for Illinois National Guard (NGIL) military instruction or use.
5. Licensee will comply with all applicable NGIL regulations and safety rules when using the training area(s), and DMAIL reserves the right to immediately terminate this agreement or order the removal of any person for any violation of proper safety practices or other improper conduct, as determined by authorized NGIL personnel.
6. Permission to use the above training area(s) is given as an accommodation to Licensee, and there shall be no rent for the use of the training area(s) except identified incremental costs (IICs). The training site manager will provide an invoice, after training is completed, for costs incurred during that training before you leave the facility. Licensee is required to pay by credit card or check or money order (Check/Money Order made payable to the US Treasury) at the facility prior to departure. The payment must be received prior to departure; future use of the facility will be denied until payment is received.

7. The Licensee hereby covenants and agrees that it will comply with all Federal, State and local statutes, ordinances, and regulations, and further covenants that:

a. No gambling will be permitted.

b. No smoking will be permitted inside any building at the MTC.

c. Licensee will not sell or rent floor space, booth space, or exhibitors' space at any time for any event without prior approval of the Adjutant General. Furthermore, the Licensee will not permit any concessionaire, merchant, or vendor to engage in the sale of merchandise or service of any nature upon the premises, nor will the Licensee sell any merchandise or service without the prior written approval of the Adjutant General.

d. The Licensee will not discriminate against any person or group due to race, color, national origin, religion, or handicap.

e. The Licensee shall not sublet the premises nor assign this lease, in whole or in part, to any other person, group, company, corporation or organization without the prior written approval of the Adjutant General.

f. No alcoholic beverages will be possessed, dispensed, consumed, sold on or delivered to the premises without prior written approval of the Adjutant General.

8. Licensee and its personnel shall exercise its privileges hereunder at its own risk. All injuries to Licensee's personnel or damage to Licensee's property incurred while utilizing the training area(s) or while on DMAIL property are the exclusive responsibility of the Licensee, and DMAIL will assume no liability therefore. Licensee agrees to pay for the loss of, damage to, or destruction of DMAIL State or Federal property resulting from or arising out of any act or omission by Licensee's personnel in connection with its use of the above training area(s). Licensee is required to provide evidence of insurance, with DMAIL named as an additional insured, in the amounts deemed acceptable by DMAIL.

9. The training area is owned by and/or licensed to the State of Illinois, Department of Military Affairs, a self-insured entity. The facility is managed by both State and Federal civilian/military personnel. Invitees who incur injury or property damage on the facility which is believed to have been caused by said personnel may file a tort claim against either the State of Illinois under the Illinois Court of Claims Act or the Federal Tort Claims Act. Questions regarding this process may be referred to the Office of the Staff Judge Advocate of the Illinois National Guard.

10. Licensee shall indemnify, defend, and hold DMAIL and the NGIL, their respective officers, employees and agents (the "indemnified Parties") harmless from and against any and all damages, liabilities, fines, penalties, losses, claims, demands, suits, costs, and expenses (including, without limitation, reasonable attorneys' fees) sustained by the Indemnified parties, and arising out of or resulting from any act(s) or omission of the Licensee (or any entity or person performing on its behalf in connection with Licensee's use of the training area(s)).

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by the proper officers and officials.

**LICENSEE**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME & TITLE (PRINTED): KIM HANKINS, Chief of Police, Moline, Illinois Police Department

**USPFO FOR ILLINOIS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME & TITLE (PRINTED): CHRISTOPHER J. HALL, CDFM  
COL, USA  
USPFO for Illinois

**ILLINOIS DEPARTMENT OF MILITARY AFFAIRS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME & TITLE (PRINTED): DANIEL M. KRUMREI  
Brigadier General, ILARNG  
The Adjutant General

AN ORDINANCE

AMENDING General Ordinance No. 88-3-2 related to the establishment of an Enterprise Zone in the City of Moline, Illinois, pursuant to an Intergovernmental Agreement with the Cities of East Moline, Illinois, Moline, Illinois, Silvis, Illinois, Rock Island County, Illinois and the Village of Milan, Illinois by revising Section 3, Exhibits “A” and “B” to include new territory within the Illinois Quad Cities Enterprise Zone.

\_\_\_\_\_

WHEREAS, the Cities of East Moline, Moline, Silvis, Rock Island County and Village of Milan currently comprise the Illinois Quad Cities Enterprise Zone; and

WHEREAS, the City of Moline requested changes in the zone boundaries by adding territory to the existing Enterprise Zone; and

WHEREAS, pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 *et seq.*, the City of Moline conducted a public hearing on Tuesday, April 23, 2013.

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

Section 1. That Section 3, Exhibit “A” to Ordinance No. 88-3-2 which provides a legal description of the area of the Enterprise Zone and Exhibit “B” thereof, which provides a map of the Enterprise Zone, which exhibits are attached to this Ordinance and made a part hereof, shall be amended to include additional territory with the Illinois Quad Cities Enterprise Zone as described in Exhibit 1 attached hereto and incorporated herein.

Section 2. That the City of Moline hereby declares and affirms that the amended zone area as described in Exhibit “A”, qualifies for expansion in accordance with the provision of the Illinois Enterprise Zone Act, and further affirms that:

- A. The additional territory is contiguous to the zone area in the Illinois Quad Cities Enterprise Zone;
- B. The additional territory results in a zone which is not more than fifteen (15) square miles;
- C. The additional territory provides immediate substantial benefit to the established zone and/or its residents or businesses by creating jobs, removing an impediment to economic development which exists and stimulating neighborhood residential and business revitalization;

D. On the 23rd day of April 2013, a public hearing was conducted at the Moline City Hall, on whether the Ordinance, as supplemented and amended, should be further supplemented and amended to alter the zone boundaries to add territory to the zone and a finding made that the public notice was given in at least one newspaper of general circulation within the zone area, not more than 20 days nor less than 5 days before the hearing.

E. The zone meets the qualifications of Section 4 of the Illinois Enterprise Zone Act.

Section 3. That in all other respects, General Ordinance 88-3-2 shall continue in full force and effect, shall not be repealed or superceded, and shall only by amended as set forth herein.

Section 4. That this Ordinance shall be in full force and effect from and after its 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

Exhibit "A"  
DESCRIPTION OF ENTERPRISE ZONE

Those parts of the City of East Moline, the City of Moline, and the City of Silvis, Illinois described as follows:

That part of the City of Moline lying north of the following described line: beginning at the intersection of the west Moline City limit with 1<sup>st</sup> Avenue; thence easterly in 1<sup>st</sup> Avenue to 1<sup>st</sup> Street; thence southerly in 1<sup>st</sup> Street to 5<sup>th</sup> Avenue; thence easterly in 5<sup>th</sup> Avenue to 4<sup>th</sup> Street, thence southerly in 4<sup>th</sup> Street to 15<sup>th</sup> Avenue, thence easterly in 15<sup>th</sup> Avenue to 7<sup>th</sup> Street; thence northerly in 7<sup>th</sup> Street to 11<sup>th</sup> Avenue; thence easterly in 11<sup>th</sup> Avenue to 8<sup>th</sup> Street; thence northerly in 8<sup>th</sup> Street to 5<sup>th</sup> Avenue; 5<sup>th</sup> Avenue Place, and 6<sup>th</sup> Avenue to 12<sup>th</sup> Street; thence southerly in 12<sup>th</sup> Street to 7<sup>th</sup> Avenue; thence easterly in 7<sup>th</sup> Avenue to 26<sup>th</sup> Street; thence northerly in 26<sup>th</sup> Street to 6<sup>th</sup> Avenue; thence easterly in 6<sup>th</sup> Avenue, 5<sup>th</sup> Avenue Place, and 5<sup>th</sup> Avenue to 55<sup>th</sup> Street; thence northerly in 55<sup>th</sup> Street to its intersection with 4<sup>th</sup> Avenue (17<sup>th</sup> Avenue, East Moline);

Also, those parts of the City of East Moline, Illinois and the City of Silvis, Illinois, lying north of the following described line: beginning at the intersection of 1st Street and 17<sup>th</sup> Avenue; thence easterly along 17<sup>th</sup> Avenue to 3<sup>rd</sup> Street; thence southerly in 3<sup>rd</sup> Street to 18<sup>th</sup> Avenue; thence easterly in 18<sup>th</sup> Avenue and 18<sup>th</sup> Avenue extended to 19<sup>th</sup> Street; thence northerly in 19<sup>th</sup> Street to the southern line of the Heartland Railroad property; thence easterly along said southern line to Illinois Route 5; thence northeasterly along said Illinois Route 5 to N. 158<sup>th</sup> Street; thence northerly in N. 158<sup>th</sup> Street to the East Moline City limit line; thence easterly and northerly along said East Moline City limit to the east line of Section 28, T.18N, R-1-E of the 4<sup>th</sup> P.M., and there terminating; excluding therefrom those parts of the City of East Moline lying north of the South ½ of Section 21, T,18N, R-1-E of the 4<sup>th</sup> P.M.

For the purposes of this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless stated otherwise.

Commencing at the Easterly line of the city limits of East Moline and the intersection of the MidAmerican Energy Company's (MEC) 69kV electric transmission line utility easement in the NE 1/4 of Sec. 28, T. 18N, R-1-E; Thence continuing in an Easterly direction including the Southerly three (3) feet of said easement, following said easement to the W line of MEC's electric substation site in Sec. 26, T. 18N, R-1-E; Thence continuing an Easterly direction through the substation site a width of three (3) feet to the intersection of said site with MEC's 345kV electric transmission line; Thence Easterly including the Southerly three (3) feet of said easement to a point E of I-80 in the SE 1/4 of Sec. 23, T. 18N, R-1-E; Thence Northeasterly including the Southeasterly three (3) feet of said easement to a point in the NE 1/4 of Sec. 16, T. 18N, R-2-E; Thence Northerly including the Easterly three (3) feet of said easement to the intersection of said easement with the S line of the SW 1/4 of Sec. 33 T. 20N, R-2-E; Thence continuing Northerly including the Easterly three (3) feet of tax parcels numbered 213-1, (Sec. 33), 167-2 (Sec. 28), 128-1 (SW ½ Sec. 21) and the Easterly three (3) feet of that portion of Tax Parcel 126-1 in the S ½ of the NW 1/4 of Sec. 21; thence including all of tax parcels 126, 126-2, 126-3 and 125 in the N ½ of the NW 1/4 of said Sec. 21; Thence the Southerly five hundred eighteen (518) feet of the SE 1/4 of the SW 1/4, Sec 16, all located in T. 20N, R-2-E, Cordova Township, Rock Island County, Illinois.

Commencing at the intersection of 13<sup>th</sup> Street East Moline and 17<sup>th</sup> Avenue heading in a Southeasterly direction to a point where 13<sup>th</sup> Street turns in a Southerly direction and following 13<sup>th</sup> Street until it intersects with the East 467' of the SE 1/4 of the SE 1/4 of Sec. 12, T. 17N, R-1-W, also including the following portions of Sec. 7, T-17N, R-1-E, the N ½ of the SE 1/4, the S 1000' of the S ½ of the NE 1/4, the N 750' of the NW 1/4 of the SE 1/4; the N ½ of the SW 1/4; and the W 500' of the SW 1/2; and the SW 1/4 of the NW 1/4. For the purposes of this description the path described in 13<sup>th</sup> Street E M consist of three feet (3) down the centerline of the public street.

Commencing at the intersection of 192<sup>nd</sup> Avenue N. and parcel 125 in the N ½ of the NW 1/4 of Section 21, T. 20 N, R-2-E in Cordova Township Rock Island County, Illinois. Heading westerly along 192<sup>nd</sup> Avenue N. to the intersection with Illinois Route 84, heading in a northeasterly direction along Illinois Route 84 to the point where Illinois Route 84 intersects with Parcel 16 in T. 20 N, R-2-E of the 4<sup>th</sup> PM. Only that portion of parcel 16 lying north of Illinois Route 84 along with parcels 27-2, 26, 23-1, 242-

3, 240 all lying within T. 20 N, R-2-E of the 4<sup>th</sup> PM. For the purposes of this description, the path described along 192<sup>nd</sup> Avenue N. and Illinois Route 84 consists of three (3) feet down the centerline of the public street.

Additionally, commencing at the intersection of Illinois Route 5 and the East Moline City limits heading in a north easterly direction to a point where Illinois Route 5 heads easterly, following Illinois Route 5 to a point where Illinois Route 5 intersects the NW 1/4 Section line, T. 18 N, R-1-E, Section 23, then heading northerly to the intersection of said 1/4 section line and parcel number 520-5 Hampton Township, also including parcels 520, 520-4, 520-2, 519, all within Hampton Township. For the purposes of this description, the path along Illinois Route 5 consists of three (3) down the centerline of the public street.

Commencing at the centerline of 7<sup>th</sup> Avenue and intersection of FAI-74 and 7<sup>th</sup> Avenue in Moline and heading southerly along FAI-74 to the intersection of US Route 6; and thence easterly down the centerline of US Route 6 to a point due south of the intersection of the westerly boundary of Parcel CV 12-1 lying in the northwest quarter of Section 22, T. 17 N, R-1-W, 4<sup>th</sup> PM; thence north along a singular line to the south west corner of said parcel CV-12-1; thence northerly a distance of eight hundred (800) feet; thence easterly a distance of six hundred and sixty-six (666) feet; thence southerly a distance of eight hundred (800) feet; thence southerly to the centerline of US route 6; thence westerly two hundred fifteen (215) feet; thence southerly a distance of ten (10) feet; thence westerly a distance of three hundred and eighty-five (385) feet with the exception of parcel CV 12-4. For the purposes of this description, the path described along FAI-74 and US Route 6 consist of three (3) feet down the centerline of the public highways. (*FedEx Ground Expansion 11/2000*)

Additionally, commencing at the centerline of US Route 6 and the easterly boundary of Parcel CV 12-1, lying in the northwest quarter of Section 22, T. 17 N, R-1-W, 4<sup>th</sup> PM; heading easterly in US Route 6 to US Route 150; heading southerly in US Rt. 150 to the Indian Bluff Road; heading in a south westerly direction in Indian Bluff Road to 68<sup>th</sup> Street; heading northerly in 68<sup>th</sup> Street to a parcel of land described as follows: Parcel 1) The westerly 1645 feet of the southerly 312.76 feet of the South 1/2 of Section 21, T.17 N, R-1-W of the 4<sup>th</sup> PM; Parcel 2) the Westerly 1645 feet of the northerly 437.24 feet of the North 1/2 of Section 28, T.17 N, R-1-W of the 4<sup>th</sup> PM; Parcel 3) The easterly 800 feet of the Southern 312.76 feet of the Southeast 1/4 of Section 20, T. 17 N, R-1-W of the 4<sup>th</sup> PM; and Parcel 4) The easterly 800 feet of the Northerly 437.24 feet of the Northeast 1/4 of Section 29, T. 17 N, R-1-W of the 4<sup>th</sup> PM; Additionally commencing again at the intersection of 68<sup>th</sup> Street and Indian Bluff Road heading westerly to a point on the easterly edge of Tax parcel 52-1 in Section 30, T.17 N, R-1W of the 4<sup>th</sup> PM.; commencing on the westerly edge of Tax parcel 52-1 and the intersection of Indian Bluff Road heading westerly in Indian Bluff Road to the easterly edge of Tax Parcel 57-2, inclusive of 57-F, 57, 21 and 18 in Section 30 T. 17N, R-1-W of the 4<sup>th</sup> PM and Section 19, T.17 N, R-1-W of the 4<sup>th</sup> PM and Tax Parcel 290-2, NE 1/4 Section 24, T.17 N, R-2-W of the 4th PM and; Tax Parcel 294 in SE 1/4 Section 24, T.17 N, R-2-W of the 4th PM. For the purposes of this description, the path described along US Route 6, US Route 150, Indian Bluff Road and 68<sup>th</sup> Street consist of three (3) feet down the centerline of the public highways.

(*Elliot Aviation/Deere Airport/Milan 2/2001*).

Tax Parcel 57-A and including all of said parcel, Section 30, T.17 N, R-1-W of the 4<sup>th</sup> PM, commencing on the westerly intersection of Tax Parcel 57-A in Indian Bluff Road (*Moline Welding Feb 2002*)

Additionally, commencing at the centerline of I-74, turning in a Westerly direction and following John Deere Expressway (Highway 5) to a point where 27<sup>th</sup> Street intersects, heading Northerly to 36<sup>th</sup> Avenue and turning Westerly onto the Easterly side of Parcel 8046, Midvale 1<sup>st</sup> Addition located in the S 1/2 of Sec. 9, T.17 N., R.IW in South Moline Township. (*Moline 6/2002*)

Commencing at the centerline of John Deere Expressway (Highway 5) and turning Southerly at the Northwest corner of Section 16, go North 89° 19' 30" East, along the North line of Section 16 for 546.65 feet; thence South 00° 02' 48" East for 1,322.66 feet; thence North 89° 12' East for 50.0 feet to a point on the East line of 16<sup>th</sup> Street and the Point of Beginning; thence North 00° 02' 48" West for 914.0 feet; thence North 6° 21' 15" East for 213.23 feet to the Southerly right-of-way line of State Route Number 5, also known as John Deere Expressway; thence, along said Southerly right-of-way line, go North 60° 30' 20" East for 82.68 feet; thence South 86° 43' 38" East for 639.88 feet; thence South 80° 35' 56" East for 265.56 feet; thence along a curve to the left, the chord of which bears South 84° 51' 14" East for 253.71 feet, for an arc distance of 253.73 feet; thence North 89° 44" East for 730.97 feet to the West line of 27<sup>th</sup> Street; thence along said West line, go South 19° 02" East for 79.21 feet; thence South 00° 44' 10" East for 1,526.66 feet; thence South 00° 14' 20" East for 7.89 feet; thence South 00° 13' 07" West for 435.00 feet; thence South 00° 54' 30" West 103.00 feet; thence South 89° 28' 50" West for 661.55 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence South 00° 39' 20" East for 145.0 feet; thence South 89° 20' 40" West for 350.0 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence

South 00° 39' 20" West for 180.68 feet; thence South 89° 20' 40" West for 510.00 feet; thence South 00° 39' 20" East for 574.17 feet to the North line of "Ekhco 5<sup>th</sup> Addition," thence South 89° 28' 50" West along said South line for 211.16 feet to the East line of 16<sup>th</sup> Street; thence along said East line, go North 00° 00' 05" East for 1,098.78 feet to the Point of Beginning and there terminating.

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16<sup>th</sup> Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16<sup>th</sup> Street; thence North 89° 28' 50" East 1,287.18 feet to the Point of Beginning of the parcel herein described; thence continuing North 89° 28' 50" East 73.00 feet; thence North 00° 39' 20" West 541.19 feet; thence South 89° 20' 40" West 73.00 feet; thence South 00° 39' 20" East 541.02 feet to the said Point of Beginning; and Part of the Northwest quarter (1/4) of Section 16, Township 17 North, Range 1 West of the Fourth Principal Meridian, Moline, Rock Island County, Illinois more particularly described as follows:

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16<sup>th</sup> Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16<sup>th</sup> Street; thence North 89° 28' 50" East 211.16 feet to the Point of Beginning of the parcel herein described, thence continuing North 89° 28' 50" East 375.00 feet; thence North 00° 39' 20" West 575.03 feet; thence South 89° 20' 40" West 375.00 feet; thence South 00° 39' 20" East 574.17 feet to the Point of Beginning and there terminating. (*Moline 6/2002*)

Commencing at the centerline of John Deere Expressway (Highway 5) and turning Southerly at the Northwest corner of Section 16, go North 89° 19' 30" East, along the North line of Section 16 for 546.65 feet; thence South 00° 02' 48" East for 1,322.66 feet; thence North 89° 12' East for 50.0 feet to a point on the East line of 16<sup>th</sup> Street and the Point of Beginning; thence North 00° 02' 48" West for 914.0 feet; thence North 6° 21' 15" East for 213.23 feet to the Southerly right-of-way line of State Route Number 5, also known as John Deere Expressway; thence, along said Southerly right-of-way line, go North 60° 30' 20" East for 82.68 feet; thence South 86° 43' 38" East for 639.88 feet; thence South 80° 35' 56" East for 265.56 feet; thence along a curve to the left, the chord of which bears South 84° 51' 14" East for 253.71 feet, for an arc distance of 253.73 feet; thence North 89° 44" East for 730.97 feet to the West line of 27<sup>th</sup> Street; thence along said West line, go South 19° 02" East for 79.21 feet; thence South 00° 44' 10" East for 1,526.66 feet; thence South 00° 14' 20" East for 7.89 feet; thence South 00° 13' 07" West for 435.00 feet; thence South 00° 54' 30" West 103.00 feet; thence South 89° 28' 50" West for 661.55 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence South 00° 39' 20" East for 145.0 feet; thence South 89° 20' 40" West for 350.0 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence South 00° 39' 20" West for 180.68 feet; thence South 89° 20' 40" West for 510.00 feet; thence South 00° 39' 20" East for 574.17 feet to the North line of "Ekhco 5<sup>th</sup> Addition," thence South 89° 28' 50" West along said South line for 211.16 feet to the East line of 16<sup>th</sup> Street; thence along said East line, go North 00° 00' 05" East for 1,098.78 feet to the Point of Beginning and there terminating.

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16<sup>th</sup> Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16<sup>th</sup> Street; thence North 89° 28' 50" East 1,287.18 feet to the Point of Beginning of the parcel herein described; thence continuing North 89° 28' 50" East 73.00 feet; thence North 00° 39' 20" West 541.19 feet; thence South 89° 20' 40" West 73.00 feet; thence South 00° 39' 20" East 541.02 feet to the said Point of Beginning; and Part of the Northwest quarter (1/4) of Section 16, Township 17 North, Range 1 West of the Fourth Principal Meridian, Moline, Rock Island County, Illinois more particularly described as follows:

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16<sup>th</sup> Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16<sup>th</sup> Street; thence North 89° 28' 50" East 211.16 feet to the Point of Beginning of the parcel herein described, thence continuing North 89° 28' 50" East 375.00 feet; thence North 00° 39' 20" West 575.03 feet; thence South 89° 20' 40" West 375.00 feet; thence South 00° 39' 20" East 574.17 feet to the Point of Beginning and there terminating.

there terminating. (*Moline 6/2002*)

Additionally, commencing at the South Quarter Corner of said Section 2, thence North 90 degrees 00 minutes 00 seconds East, 247.5 feet on the south line of said Section 2 to the southeast corner of Supervisor of Assessments tax parcel SM 56 and THE POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East, 870.02 feet on the east line of Supervisor of Assessments tax parcel SM 56, SM 44-1 and SM 43-1; thence North 90 degrees 00 minutes 00 seconds West, 302.66 feet on the north line of Supervisor of Assessments tax parcel SM 43-1 to the west line of the Southeast Quarter of said Section 2; thence North 00 degrees 00 minutes 00 seconds East, 559.99 feet on said line and the extension of said line to the northerly right of way line of 23<sup>rd</sup> Avenue; thence North 88 degrees 50 minutes 04 seconds West, 84.01 feet on said right of way line; thence South 87 degrees 37 minutes 36 seconds West, 242.59 feet on said right of way line to the southeast corner of Supervisor of Assessments tax parcel SM 46; thence North 00 degrees 35 minutes 39 seconds West, 661.20 feet on the west line of said tax parcel to the southerly right of way line of 22<sup>nd</sup> Avenue; thence North 70 degrees 59 minutes 07 seconds East, 200.92 feet on said right of way line to the beginning of a tangent curve, concave southerly with a radius of 751.84 feet; thence easterly 249.51 feet on the arc of said curve and right of way line; thence South 90 degrees 00 minutes 00 seconds East, 1141.72 feet on said right of way line to the westerly right of way line of Kennedy Drive; thence South 00 degrees 00 minutes 00 seconds West, 349.47 feet on said right of way line; thence South 90 degrees 00 minutes 00 seconds West, 125.00 feet on the easterly extension of the north line of Supervisor of Assessments tax parcel SM 57-2 and on said line to the west line of said tax parcel; thence South 00 degrees 00 minutes 00 seconds East, 150.00 feet to the north line of Supervisor of Assessments tax parcel SM 57-5; thence South 90 degrees 00 minutes 00 seconds West, 58.81 feet on said line to the west line of Supervisor of Assessments tax parcel SM 57-5; thence South 00 degrees 00 minutes 00 seconds East, 169.92 feet on said line to the northerly right of way line of Colona Avenue (42<sup>nd</sup> Avenue); thence North 83 degrees 42 minutes 00 seconds East, 133.82 feet on said right of way line; thence North 26 degrees 11 minutes 56 seconds East, 115.06 feet to the westerly right of way line of Kennedy Drive; thence South 00 degrees 00 minutes 00 seconds East, 296.34 feet to a point 1.50 feet north of the centerline of 42<sup>nd</sup> Avenue; thence south 90 degrees 00 minutes 00 seconds East, 6670.00 feet, parallel with and 1.50 feet distant from said centerline to the easterly right of way line of 13th Street; thence South 00 degrees 00 minutes 00 seconds East, 3.00 feet on said right of way line to a point 1.50 feet south of the centerline of 42<sup>nd</sup> Avenue; thence North 90 degrees 00 minutes 00 seconds West, 6670.00 feet, parallel with and 1.50 feet distant from said centerline to the westerly right of way line of Kennedy Drive; thence South 00 degrees 00 minutes 00 seconds West, 943.52 feet on said right of way line; thence South 09 degrees 55 minutes 39 seconds West, 203.02 feet on said right of way line; thence South 05 degrees 52 minutes 15 seconds East, 196.04 feet on said right of way line to the south line of Section 2; thence North 90 degrees 00 minutes 00 seconds West, 925.79 feet on said south line to the point of beginning, containing 61.04 acres, more or less. (*East Moline Southwest & Northwest corner of Kennedy and 42<sup>nd</sup> Avenue 8/2002*)

For the purposes of this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless stated otherwise.

Part of the Southwest Quarter of Section 31, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, part of the Northwest Quarter of Section 6, Township 17 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, part of the Southeast Quarter of Section 36, Township 18 North, Range 1 West of the 4<sup>th</sup> Principal Meridian and part of the Northeast Quarter of Section 1, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, described as follows:

Beginning at the point of intersection of a line 1.5 feet east of and parallel with 13<sup>th</sup> Street and a point 1.5 feet north of the centerline of 30<sup>th</sup> Avenue, thence East, 1355 feet parallel with and 1.5 feet distant northerly from said centerline to the southerly extension of the west line of Supervisor of Assessments Tax Parcel 06-723-10; thence North 390.5 feet on said west line to the northerly line of said Tax Parcel; thence South 74 degrees 43 minutes East, 305.5 feet on said north line to the east line of said Tax Parcel; thence South 331.5 feet on said east line and its extension to a point 1.5 feet south of the centerline of 30<sup>th</sup> Avenue; thence West, 1653.3 parallel with and 1.5 feet distant southerly from the centerline of 30<sup>th</sup> Avenue to a point 1.5 feet west of the centerline of 13<sup>th</sup> Street; thence North 1.5 feet to the point of beginning, containing 2.56 acres, more or less. And also that part of the Fractional Southwest Quarter being more particularly described as follows; Commencing at the Southeast Corner of Lot 6 according to the Assessor's Plat of 1863 in the Fractional Southwest Quarter South of the Flack and Bean Indian Boundary Line, of Section 31, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian; thence North on the East Line of said Lot 6, 237.4 feet, for a place of beginning; thence South 86 degrees 24 minutes East, 325 feet to the West line of Highway Route 80; thence Southerly on the West line of said Route 80, 20 feet; thence North 86 degrees 24 minutes West, 324 feet to a point on East line of said Lot 6; thence Northerly on the Easterly line of said Lot 6, 20 feet to the point of beginning, containing 0.149 acres more or less. (*East Moline 6/2003 animal hospital*)

Commencing at the intersection of the of tax parcel H-611-RU and the northwest corner of a parcel of land owned by the City of Silvis as the location of Well Number 7 both as shown on sheet 69 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986; thence southwesterly along the west line of said parcel owned by the City of Silvis, including the westerly three feet of said parcel, 100 feet; thence southwest along the west line and the southern extension of the west line of tax

parcel H-737 as shown on sheet 69 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, including the westerly three feet of said parcel to its intersection with the south right-of-way of 1<sup>st</sup> Avenue; thence southeast along said right-of-way, including the southerly three feet of said right-of-way, to the intersection of said right-of-way and the west right-of-way of 17<sup>th</sup> Street; thence southerly along the west right-of-way of 17<sup>th</sup> Street, including the westerly three feet of said right-of-way, to the intersection of said right-of-way and the northeast corner of tax parcel H-8351 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986; thence N87°43'10"W along the north line of tax parcel H-8351, 274.98 feet; thence N00°59'28"W along the east line of tax parcel H-8350 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 112.06 feet; thence N89°25'06"W along the north line of H-8350, 209.04 feet, thence N00°28'52"E along the east line of tax parcel H-8350, 215.03 feet to the south right-of-way of 11<sup>th</sup> Avenue; thence N88°02'04"W, 76.03 feet along said right-of-way; thence S00°33'38"W along the west line of tax parcel H-8350, 105.68 feet; thence N88°04'26"W along the north line of tax parcel H-8350, 100.01 feet; thence S00°25'40"W along the west line of tax parcels H-8350 and H-8351, 390.34 feet; thence S00°35'01"E along the west line of tax parcels H-8351 and H-8352 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 788.80 feet; thence S88°56'30"E along the south line of tax parcel H-8352, 613.93 feet to the west right-of-way of 17<sup>th</sup> Street; thence N08°24'13"E along said right-of-way 73.54 feet; thence N02°11'26"E along said right-of-way 406.37 feet; thence N68°38'02"W along the north line of tax parcel H-8352, 45.54 feet; thence N88°46'23"W along the north line of tax parcel H-8352, 176.30 feet; thence 124.90 feet along the north line of tax parcel H-8352 along an arc concave north with a radius of 50 feet and a chord bearing N70°20'17"W, 94.87 feet; thence 124.90 feet along the south line of tax parcel H-8351 along an arc concave south with a radius of 50 feet and a chord bearing N72°47'27"E, 94.87 feet; thence S88°46'23"E along the south line of tax parcel H-8351, 177.31 feet; thence N71°14'28"E along the south line of tax parcel H-8351, 50.33 feet to the west right-of-way of 17<sup>th</sup> Street; thence N02°04'26"E along said right-of-way 200.00 feet; thence N00°34'59"W along said right-of-way 169.88 feet; thence easterly across 17<sup>th</sup> Street to the east right-of-way of 17<sup>th</sup> Street; thence S02°22'53"W along said east right-of-way 269.47 feet; thence S87°37'59"E along the south line of tax parcel H-44-1 as shown on sheet 8 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 382.6 feet; thence S87°37'19"E along the south line of tax parcel H-44 as shown on sheet 8 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 779.75 feet to the East line of the West Half of the Northeast Quarter of Section 5; thence N00°00'00"W along said line 1250 feet; thence N88°01'53"W along the north line of tax parcel H-44, 823.01 feet to the east right-of-way of 17<sup>th</sup> Street; thence S53°41'06"E along said right-of-way 37.78 feet; thence S34°05'03"E along said right-of-way 152.91 feet; thence S22°00'26"E along said right-of-way 38.59 feet; thence S27°47'39"W along said right-of-way 54.31 feet; thence S11°53'46"E along said right-of-way 108.70 feet; thence S00°36'58"E along said right-of-way 172.55 feet; thence S56°19'56"E along said right-of-way 61.89 feet; thence S01°18'43"W along said right-of-way 85.30 feet; thence S66°40'33"E along said right-of-way 123.04 feet; thence S87°44'18"E along said right-of-way 379.40 feet; thence S02°22'53"W along said right-of-way 297 feet; thence westerly across 17<sup>th</sup> Street to the intersection of the west right-of-way of 17<sup>th</sup> Street and the northeast corner of tax parcel H-8351, all located in Sections 5 and 32, Townships 17 North and 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian in the City of Silvis, Rock Island County containing 43.88 acres, more or less. The amended area includes all of Tax Parcels H-44, H-44-1, H-8350, H-8351, and H-8352. The bearings used for this description are from Document Numbers 84-08040, 99-30779, and 98-35147 as recorded in the Rock Island County Recorder's Office and from Illinois DOT Right-of-Way Plats for F.A. Route 595 dated July 12, 1999. (Silvis 6/2003 Jewel/Miller project)

Part of the Southwest Quarter of Section 19 and part of the East 332 feet of the South Half of the East 92.10 acres of the Northwest Quarter of Section 19, all in Township 17 North, Range 1 West of the Fourth Principal Meridian, County of Rock Island, State of Illinois, described as follows:

Commencing at the Northeast Corner of said Southwest Quarter; thence North 89 degrees 31 minutes 49 seconds West along the North Line of said Southwest Quarter, a distance of 15.17 feet to the Point of Beginning; thence North 89 degrees 31 minutes 49 seconds West along said North Line, a distance of 174.83 feet; thence South 00 degrees 46 minutes 47 seconds West, a distance of 140.00 feet; thence North 89 degrees 31 minutes 49 seconds West, a distance of 10.00 feet to the West Right-of-Way Line of County Highway Route 78; thence North 00 degree 46 minutes 47 seconds East along said West Right-of-Way Line, a distance of 7.00 feet; thence North 89 degrees 31 minutes 49 seconds West, a distance of 642.82 feet to the East Line of Deere and Company, a Delaware Corporation; thence North 01 degree 10 minutes 06 seconds East along said East Line of Deere and Company, a Delaware Corporation, a distance of 3.00 feet to the North Right-of-Way Line of Blackhawk Township; thence South 89 degrees 31 minutes 49 seconds East along said North Right-of-Way Line, a distance of 642.80 feet to the West Right-of-Way Line of County Highway Route 78; thence North 00 degree 46 minutes 47 seconds East along said West Right-of-Way Line, a distance of 130.00 feet to the North Line of said Southwest Quarter; thence North 89 degrees 31 minutes 49 seconds West along said North Line, a distance of 130.90 feet to the Southeast Corner of Jensen's Subdivision; thence North 00 degrees

43 minutes 01 second East along the East Line of said Jensen's Subdivision, a distance of 987.72 feet; thence South 89 degrees 28 minutes 33 seconds East, a distance of 213.77 feet; thence South 09 degrees 28 minutes 33 seconds East, a distance of 158.71 feet; thence South 11 degrees 22 minutes 57 seconds East, a distance of 300.57 feet; thence South 00 degrees 26 minutes 37 seconds East, a distance of 537.09 feet to the Point of Beginning. The above described tract of land contains 6.566 acres, more or less. For the purpose of this description the North Line of said Southwest Quarter of Section 19, has been assigned the bearing of North 89 degrees 31 minutes 49 seconds West. (Milan 7/2003 Blackhawk Autoplex project)

Beginning at the southeast corner of Lot Two (2) in Maher's Garden Tracts, being located in part of the SW ¼ of Section 28, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, City of East Moline, Rock Island County, Illinois; Thence westerly along the south line of said Lot Two (2), to the east right of way line of a public roadway 163<sup>rd</sup> Street North; Thence northerly along said east line and an extension of said east line to a point on the East Moline city limit line; Thence easterly along said city limit line 645 feet, more or less; Thence southerly to the northeast corner of Lot One (1) of said Maher's Garden Tracts; Thence Southerly along the east line of said Lots One (1) and Two (2) to the Point of Beginning. (East Moline 8/2004 RV Parts and Service Center project)

Part of the Southeast Quarter of Section 1, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, described as follows:

Commencing at the intersection of the northerly extension of the easterly right of way line of 11th Street and the southerly line of the existing enterprise boundary, 3 feet wide, centered in the Avenue of the Cities right of way, thence North 90 degrees 00 minutes 00 seconds East, 145.10 feet, on said southerly line to the POINT OF BEGINNING; thence South 00 degrees 00 minutes 00 seconds East, 128.5 feet; Thence North 90 degrees 00 minutes 00 seconds East, 319.9 feet on the north line of Supervisor of Assessment Parcel 0715-1 to the east line of said Parcel; thence South 00 degrees 00 minutes 00 seconds East, 373.47 feet on said line to the south line of said Parcel; thence North 90 degrees 00 minutes 00 seconds West, 465.00 feet, on said south line to the west line of said Parcel and the east right of way line for 11<sup>th</sup> Street; thence North 00 degrees 00 minutes 00 seconds East, 221.95 feet on said line to the south line of Supervisor of Assessment Parcel 0715-2; thence North 89 degrees 24 minutes 27 seconds East, 147.0 feet, on said south line to the east line of said Parcel; thence North 01 degrees 52 minutes 05 seconds West, 150.08 seconds on said east line; thence North 00 degrees 00 minutes 00 seconds East, 128.50 feet to the southerly line of the existing enterprise boundary, 3 feet wide; thence North 90 degrees 00 minutes 00 seconds East, 145.10 feet, on said southerly line to the point of beginning, containing 3.50 acres, more or less. (East Moline 8/2004 Sammy G's project)

Part of the northwest quarter of the southwest quarter of section 6, township 17 north, range 1 east of the 4th p.m., East Moline, Rock Island County, Illinois, described as follows:

Beginning at the intersection of a point in the west line of the existing Enterprise Zone, 1.5 feet East of the centerline of 13<sup>th</sup> Street (Archer Drive) Thence a line 3 feet wide north 90 degrees 00 minutes 00 seconds east, a distance of 50.00 Feet connecting to the northwest corner of a tract of land being lots 1 and 2 of eagle subdivision, filed for record on November 14, 1996, as document no. 96 -26158 and lots 1 and 2 of eagles subdivision phase ii, filed for record on may 3, 2001, as document no. 2000 - 10808 in the office of the rock island county recorder, said point being the point of beginning; thence south 89 degrees 53 minutes 53 seconds east along the north line of said eagle subdivision, a distance of 420.37 feet; Thence north 00 degrees 15 minutes 34 seconds east, a distance of 5.20 Feet; thence south 89 degrees 35 minutes 20 seconds east along said north line a distance of 204.68 feet to the northeast corner of said eagle subdivision, said point also being the northwest corner of Hampton parcel h 88-3; thence south 00 degrees 15 minutes 34 seconds west along the east line of said eagle subdivision, a distance of 518.79 feet to the southeast corner of said eagle subdivision, said point also being on the north right of way line of the avenue of the cities frontage road and on the arc of a 1,232.50 feet long radius circular curve, concave to the northeast, with a central angle of 03 degrees 53 minutes 04 seconds and an 83.54 feet long chord that Bears south 86 degrees 28 minutes 54 seconds west; thence along the arc of said curve to the right, a distance of 83.56 feet; thence south 00 degrees 15 minutes 34 seconds west a distance of 9.75 feet; thence north 82 degrees 24 minutes 41 seconds west, a distance of 169.06 feet to a point on a 650.31 feet long radius circular curve concave to the northeast, with a central angle of 13 degrees 01 minutes 15 seconds, and a 147.47 feet long chord that bears north 70 degrees 02 minutes 36 seconds west; thence along the arc of said curve to the right, a distance of 147.79 feet; thence north 63 degrees 32 minutes 23 seconds west, a distance of 102.53 feet to the southwest corner of said eagle subdivision, said point also being a point on the easterly right of way line of 13th street; thence north 02 degrees 48 minutes 36 seconds west along the easterly right of way line of said 13th street, a distance of 407.38 feet; thence north 00 degrees 00 minutes 00 seconds west along said easterly right of way line, a distance of 9.83 feet to the point of beginning. The above-described parcel contains 7.079 acres more or less and is subject to all easements of record. (East Moline 8/2004 Former Eagle's site)

For the purposes this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless state otherwise.

Parts of the Southwest Quarter of Section 31, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, part of the Northwest Quarter of Section 6, Township 17 North, Range 1, East of the 4<sup>th</sup> Principal Meridian, described as follows:

Commencing at the Southeast Corner of Lot 6 according to the Assessor's Plat of 1863 in the Fractional Southwest Quarter South of the Flack and Bean Indian Boundary Line, of Section 31, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian; thence North on the East Line of said Lot 6, 237.4 feet; thence South 86 degrees 24 minutes East, 325 feet to the West Line of Highway Route 80; thence Southerly on the West Line of said Route 80, 17 feet to the point of beginning; thence South 86 degrees 24 minutes East 41.3 feet, more or less to a point 1.5 feet distant easterly of the centerline of 19<sup>th</sup> Street; thence southerly 231.6 feet, more or less, parallel with and 1.5 feet distant easterly from said centerline to a point 1.5 feet northerly of the centerline of Crosstown Avenue; thence easterly 543.7 feet, more or less, parallel with and 1.5 feet distant northerly from the centerline of Crosstown Avenue to a point 3 feet easterly of the extension of the westerly line of Supervisor of Assessments Tax Parcel H-68-1; thence southerly 64.0 feet, more or less, parallel with and 3 feet distant easterly to the extension of the westerly line of said parcel to a point on the north line of said parcel; thence southeasterly 304.5 feet, more or less, on the north line of Parcel H-68-1 to the south line of said parcel; thence westerly 264.34 feet, more or less, on said south line to the west line of said parcel; thence northerly 142 feet, more or less, on said west line to the north line of said parcel; thence continuing northerly 60.6 feet, more or less, on the extension of the west line of said parcel to a point 1.5 feet southerly of the centerline of Crosstown Avenue; thence westerly 543.5 feet, more or less, parallel with and 1.5 feet distant southerly from said centerline to a point 1.5 feet distant westerly of the centerline of 19<sup>th</sup> Street; thence northerly 231.5 feet, more or less, parallel with and 1.5 feet distant westerly of the centerline of 19<sup>th</sup> Street; thence North 86 degrees 24 minutes West 38.3 feet, more or less to the West Line of Highway Route 80; thence Northerly on the West Line of Highway Route 80, 3 feet, more or less, to the point of beginning, containing 0.527 acres more or less. (Silvis 8/2004 Hospital Road site)

Part of the South Half of Section 9, part of the Southwest Quarter of Section 10 and part of the Northwest Quarter of Section 15, all in township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, described as follows:

Beginning at the intersection of a point in the east line of the existing Enterprise Zone, 1.5 feet east of the centerline of I-74 and 3 feet north of the south line of the South Half of said Section 9, thence East, parallel with and 3 feet distant north from the south line of the South Half of said Section 9 and 3 feet distant north from the south line of the Southwest Quarter of said Section 10, to a point 1.5 feet east of the centerline of 38<sup>th</sup> Street; thence South 00 degrees 14 minutes 30 seconds East, 1183.00 feet, parallel with and 1.5 feet distant from said centerline, to the northerly right of way line of 42<sup>nd</sup> Avenue; thence North 89 degrees 40 minutes 31 seconds West, 431.43 feet; thence North 00 degrees 12 minutes 06 seconds East, 723.91 feet; thence North 63 degrees 15 minutes 24 seconds East, 12.70 feet to the southerly right of way line of 40<sup>th</sup> Avenue; thence North 84 degrees 54 minutes 24 seconds East, 364.92 feet on said right of way line; thence South 29 degrees 27 minutes 28 seconds East, 36.90 feet to the westerly right of way line of 38<sup>th</sup> Street; thence South 05 degrees 01 minutes 46 seconds East, 114.30 feet on said right of way line; thence South 00 degrees 14 minutes 30 seconds West, 615.32 feet on said right of way line to a point 3.00 feet north of the north right of way line of 42<sup>nd</sup> Avenue; thence South 89 degrees 40 minutes 31 seconds East, 25.50 feet to a point 1.5 feet westerly from the centerline of 38<sup>th</sup> Street; thence North 00 degrees 14 minutes 30 seconds East, 1177.02 feet, parallel with and 1.5 feet distant from said centerline, to the south line of the Southwest Quarter of Section 10; thence West on the south line of said Section 10 and on the south line of Section 9 to a point in the east line of the existing Enterprise Zone, 1.5 feet east of the centerline of I-74 and there terminating, containing 7.16 acres, more or less. (Moline 8/2004 Theater project)

BEGINNING AT THE POINT WHERE THE WEST LINE OF LOTS 3, 4, 5 AND 6 OF MICHAEL HARTZELL'S ADDITION FILED JULY 26, 1878 IN DEED BOOK 66, PAGE 231, IN THE CITY OF MOLINE, ILLINOIS, EXTENDED NORTHERLY INTERSECTS THE CENTERLINE OF 7<sup>th</sup> AVENUE AS NOW ESTABLISHED IN THE CITY OF MOLINE, ILLINOIS; THENCE SOUTH ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED, 355.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 6 IN SAID MICHAEL HARTZELL'S ADDITION; THENCE SOUTH 02° 30' EAST, MORE OR LESS, ALONG THE WEST LINE OF LOTS 7, 8, 9, 10, 11 AND 12 IN SAID MICHAEL HARTZELL'S ADDITION, A DISTANCE OF 259.5 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 12 IN SAID MICHAEL HARTZELL'S ADDITION, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 10<sup>TH</sup> AVENUE IN THE CITY OF MOLINE, ILLINOIS, AS NOW ESTABLISHED; THENCE SOUTH 90° 00' EAST, MORE OR LESS, ALONG SAID NORTH RIGHT OF WAY LINE, SAID LINE ALSO BEING THE SOUTH LINE OF LOTS 12 AND 13 IN MICHAEL HARTZELL'S ADDITION AND THE SOUTH LINE OF LOTS 10 AND 11 IN GEORGE W. BELL'S ADDITION FILED MARCH 24, 1902, IN PLAT BOOK 7, PAGE 58, IN THE CITY OF MOLINE, ILLINOIS, A DISTANCE OF 290.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TAX PARCEL NO. 08388-1, LOCALLY KNOWN AS 1001 - 16<sup>TH</sup> STREET IN THE CITY OF MOLINE, ILLINOIS, AND THERE TERMINATING, containing 2.2 acres more or less. (Moline 11/2004 Moline HS Loft project)

Part of the Northwest and Northeast Quarters of Section 19 and the Northwest Quarter of Section 20, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, Blackhawk Township, Rock Island County, Illinois, more particularly described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of Section 19; thence North 89 degrees 31 minutes 49 seconds West along the South Line of said Northwest Quarter, a distance of 15.17 feet to the Point of Beginning of a 3 foot wide tract of land (which centerline is) as follows: From the point of beginning South 89 degrees 31 minutes 49 seconds East along the South

Line of said Northwest Quarter, a distance of 15.17 feet to the Southeast Corner of said Northwest Quarter; Thence North along the East Line of said Northwest Quarter to the Northeast Corner of the Southeast Quarter of said Northwest Quarter of Section 19; Thence East to the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 20; Thence North 00 degrees 21 minutes 35 seconds East, a distance of 30.00 feet to the North Right of Way Line of State Aid Route 32 (also known as 69<sup>th</sup> Avenue) and the end of the 3 foot wide tract. Beginning at a point where the 3 foot wide tract ends North 89 degrees 28 minutes 14 seconds West along said North Right of Way Line, a distance of 360.71 feet; Thence North 00 degrees 44 minutes 23 seconds East, a distance of 625.36 feet to the Southerly Right of Way Line of Federal Aid Route 138; Thence curving to the right a distance of 404.13 feet along the arc of a circle having a radius of 3740.24 feet, and having a chord bearing of North 61 degrees 34 minutes 13 seconds East and a chord distance of 403.93 feet to the West Line of Lot 1, Twilight Gardens Addition; Thence South 00 degrees 01 minutes 34 seconds West along said West Line, a distance of 438.46 feet to the Northwest Corner of Lot 10 Home Addition; Thence South 00 degrees 21 minutes 35 seconds West along the West Line of said Lot 10, a distance of 382.50 feet to the North Right of Way Line of State Aid Route 32 and the point of beginning. For the purpose of this description, the North Right of Way Line of State Aid Route 32 is assumed to have a bearing of North 89 degrees 28 minutes 14 seconds West. The above-described 3 foot wide tract of land contains 0.37 acres and the parcel contains 5.975 acres to total 6.34 acres, more or less. (RI County 1/2005 Avis-Budget)

Part of Lot 1 of Heirs of C.F. Mueller's Assessors Plat of the West 50 Acres of the North Half of the Northeast Quarter of Section 6, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, which lays West of Third Street in the city of Moline. Also, part of the West Half of the Southeast Quarter of Section 31, Township 18 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois, more particularly described of follows:

Beginning at the Southwest Corner of the Southeast Quarter of said Section 31;

Thence North 01 degrees 03 minutes 49 seconds West, along the West Line of said Southeast Quarter, a distance of 438.61 feet, to the Southeast Line of Tract 2 an exception to Parcel 3, as described in Warranty Deed-document number 2002-14226 in the Rock Island County Recorders office;

Thence North 60 degrees 39 minutes 04 seconds East, along said Southeast Line, a distance of 325.22 feet;

Thence North 52 degrees 53 minutes 59 seconds East, along said Southeast Line, a distance of 264.60 feet, to the East line of said exception to Parcel 3;

Thence North 01 degrees 08 minutes 51 seconds West, along said East line, a distance of 99.97 feet, to the North line of said Parcel 3;

Thence North 88 degrees 52 minutes 38 seconds East, along said North Line, a distance of 240.52 feet, to the West Line of Block 1 in Brooks 1<sup>st</sup> Addition to the City of Moline;

Thence South 00 degrees 15 minutes 20 seconds East, along said West line, a distance of 385.11 feet, to the North Right-of-Way line of 11<sup>th</sup> Avenue.

Thence South 62 degrees 40 minutes 07 seconds East, along said North line, a distance of 45.13 feet;

Thence East, along said North line, a distance of 935 feet more or less, to the centerline of 4<sup>th</sup> Street;

Thence South, along said Center line, a distance of 60 feet more or less, to the South Right-of-Way line of 11<sup>th</sup> Avenue;

Thence West, along said South line, a distance of 795 feet more or less, to the West Right-of-Way line of 3<sup>rd</sup> Street;

Thence South 00 degrees 28 minutes 50 seconds East, along said West line, a distance of 66.20 feet, to the North Line of Block 2 in Brooks 1<sup>st</sup> Addition to the City of Moline;

Thence South 89 degrees 34 minutes 15 seconds West, along said North line, a distance of 139.48 feet, to the West Line of said Block 2;

Thence South 00 degrees 15 minutes 20 seconds East, along said West line, a distance of 300 feet more or less, to the North Right-of-Way line of 12<sup>th</sup> Avenue;

Thence North 89 degrees 55 minutes 45 seconds East, along said North line, a distance of 140.00 feet, to the West Right-of-Way of 3<sup>rd</sup> Street;

Thence South 00 degrees 29 minutes 30 seconds East, along said West Right-of-Way Line, a distance of 99.07 feet, to the North line of the property described in Warranty Deed-document number 2000-30795 in the Rock Island County Recorders office;

Thence North 89 degrees 46 minutes 54 seconds West, along said North line and it's Westerly extension, a distance of 161.32 feet, to the West Line of the exception to Parcel 1 as described in Warranty Deed-document number 2002-14226 in the Rock Island County Recorders office;

Thence South 00 degrees 11 minutes 11 seconds East, along said West line, a distance of 85.70 feet, to the South Line of said Lot 1;

Thence South 89 degrees 57 minutes 48 seconds West, along said South line, a distance of 712.87 feet, to the West Line of the Northeast Quarter of said Section 6;

Thence North 01 degrees 42 minutes 30 seconds East, along said West line, a distance of 153.85 feet, to the Point of Beginning;

For the purpose of this description, the West Line of Southeast Quarter of said Section 31, has a bearing of North 01 degrees 03 minutes 49 seconds West, based on the North American Datum of 1983, Illinois State Plane Coordinate System, West Zone. (Moline 6/2005 Autumn Trails)

Part of Section 6, Township 17 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, described as follows:

Beginning at the southwest corner of Supervisor of Assessments Parcel 0664-5, thence South 53 degrees 32 minutes 58 seconds West, 33.10 feet to a point on Hospital Road; thence South 36 degrees 27 minutes 02 seconds East, 421.43 feet in said Road; thence South 01 degrees 09 minutes 58 seconds West, 899.05 feet in said Road to the westerly extension of the north right of way line of Illini Drive; thence North 89 degrees 53 minutes 26 seconds East, 1326.64 feet on said right of way line to the east right of way line of 10<sup>th</sup> Street; thence South 00 degrees 32 minutes 10 seconds East, 2782.39 feet on said right of way line to the southerly right of way line of Colona Road; thence North 63 degrees 56 minutes 56 seconds West, 1520.91 feet on said right of way line to the southerly extension of Supervisor of Assessments Parcel 068414; thence North 00 degrees 18 minutes 27 seconds East, 844.38 feet on said line; thence North 89 degrees 41 minutes 33 seconds West, 73.39 feet to the westerly right of way line of Hospital Road; thence North 04 degrees 52 minutes 14 seconds East, 131.58 feet on said right of way line; thence North 00 degrees 27 minutes 47 seconds East, 1076.99 feet on said right of way line; thence North 89 degrees 54 minutes 25 seconds East, 58.50 feet to a point in Hospital Road; thence North 01 degrees 09 minutes 58 seconds East, 956.99 feet to a point in Hospital Road; thence North 36 degrees 27 minutes 02 seconds West, 423.41 feet to a point in Hospital Road; thence North 53 degrees 32 minutes 58 seconds East, 33.10 feet to the westerly boundary of Supervisor of Assessments Parcel 0664-5. (Silvis - Hynd Farm Sept. 2005)

Also, all that part of the Northeast Quarter and the Northwest Quarter of Section 32, Township 18 North, Range 1 East of the Fourth Principal Meridian, City of Silvis, Rock Island County, Illinois, described as follows:

Beginning at an intersection of the north line of First Avenue, City of Silvis, with the west line of Sixteenth Street, City of Silvis, extended; thence South 79 degree 22' East along the north line of First Avenue a distance of 218.00 feet; thence North 10 degree 38' East a distance of 501.35 feet to the centerline of the existing railroad spur; thence in a southwesterly direction along a 8 degree 00' curve, and along the centerline of said railroad spur, a distance of 259.6 feet; thence South 10 degree 38' West a distance of 366.4 feet to the north line of First Avenue; thence South 79 degree 22' East along said north line a distance of 2.0 feet to the point of beginning, containing 2.242 acres. (Silvis FS Territory December 2005)

Part of the Northwest Quarter of Section 32, Township 18 North, Range 1 East of the 4<sup>th</sup> Principal Meridian, described as follows:

Beginning at the southwesterly corner of Supervisor of Assessments Tax Parcel 06734-4; thence South 74 degrees 53 minutes 28 seconds East, 3.00 feet; thence South 15 degrees 06 minutes 32 seconds West, 38.00 feet; thence North 74 degrees 51 minutes 58 seconds West, 1225.61 feet; thence South 15 degrees 15 minutes 18 seconds West, 37.58 feet to the northeast corner of Lot 7 in Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence South 14 degrees 42 minutes 58 seconds West, 120.06 feet on the easterly line of said Lot to the northerly line of the public alley; thence North 74 degrees 48 minutes 57 seconds West, 505.39 feet on said northerly line to the southwesterly corner of Lot 12 in Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence North 14 degrees 45 minutes 43 seconds East, 119.70 feet on the westerly line of said Lot 12 to the southerly right of way line of 1<sup>st</sup> Avenue; thence South 74 degrees 51 minutes 24 seconds East, 502.30 feet on said southerly right of way line to a point 3.00 feet North 74 degrees 51 minutes 24 seconds West of the northeast corner of Lot 7 in

Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence North 15 degrees 15 minutes 18 seconds East, 40.61 feet; thence South 74 degrees 51 minutes 52 seconds East, 1225.60 feet; thence North 15 degrees 06 minutes 32 seconds East, 35.00 feet to the point of beginning, containing 1.45 acres, more or less. (Silvis Black Hawk State Bank December 2005)

Part of the Southeast Quarter of Section 10 and the Southwest Quarter of Section 11, Township 18 North, Range 2 East of the 4<sup>th</sup> Principal Meridian, Zuma Township, Rock Island County, Illinois, more particularly described as follows:

A 3 foot wide tract with its centerline beginning at the intersection of the South Line of the SW ¼ of the SW ¼ of Section 9, Township 18 North, Range 2 East, of the 4<sup>th</sup> P.M., with the East edge of the Mid-American Energy Easement; thence East along the South line of Sections 9 & 10 to the SW Corner of the SE ¼ of the SE ¼ of Section 10, Township 18 North, Range 2 East, of the 4<sup>th</sup> P.M.; thence continuing East a distance 420 feet on the South line of the SE ¼ of the SE ¼ of said Section 10; thence N. 01°54'07" W. a distance of 50.25 feet and ending said 3 foot wide tract.

Beginning at the end of the 3 foot wide tract as the Point of Beginning, thence N. 01°54'07" W. a distance of 503.57 feet; thence N. 89°57'50" W. a distance of 420.0 feet; thence N. 01°37'58" W. a distance of 758.94 feet; thence S. 89°35'32" E. a distance of 1355.84 feet; thence N. 89°59'17" E. a distance of 1742.12 feet to the west row line of F.A. Route 403 (U.S. Route I-88); thence S. 51°52'08" W. a distance of 420.96 feet along the west row line; thence S. 45°02'49" W. a distance of 400.0 feet along the west row line; thence S. 57°34'32" W. a distance of 219.31 feet along the west row line; thence N. 88°18'28" W. a distance of 702.41 feet along the north row line for the NW Ramp; thence S. 60°34'24" W. a distance of 363.58 feet along the north row line for the NW Ramp; thence S. 19°01'26" W. a distance of 344.48 feet along the west row line for the NW Ramp; thence S. 46°28'13" W. a distance of 101.09 feet along the west row line for the NW Ramp where it intersects the north row line of Illinois Route 92; thence N. 89°57'50" W. a distance of 200.0 feet along the north row line; thence S. 81°54'21" W. a distance of 282.84 feet along the north row line; thence N. 89°57'50" W. a distance of 155.9 feet along the north row line back to the Point of Beginning, containing approximately 52.335 acres. (Rock Island County Joslin Travel Plaza, March 2006)

Part of the Northwest Quarter of Section 30, Township 17 North, Range 1 West of the 4<sup>th</sup> P.M.. County of Rock Island, State of Illinois, being more particularly described as follows: Commencing at the Northeast Corner of Northwest Quarter of Section 30; Thence S 0 degrees 29' 15" E, along the East line of said Northwest Quarter 106.78 feet to the Point of Beginning of this description; Thence S 0 degrees 29' 15" E, 223.66 feet to the North line of Tract 3 as conveyed by Warranty Deed Doc. No. 92-03974 in the Rock Island County Recorder's Office; Thence N 89 degrees 57'35" W, along said North line 653.17 feet to the Easterly Right-of-Way line of County Highway Route 78; Thence 260.44 feet along said Right-of-Way line also being the arc of a circle concave to the Northwest, having a radius of 5829.65 feet and having a chord bearing and distance of N 30 degrees 51'25" E, 260.42 feet; Thence S 89 degrees 57' 35" E, 517.70 feet to the Point of Beginning, excepting any parts deeded for highway purposes, situated in the County of Rock Island and State of Illinois.

A tract of land situated in the Northwest Quarter of Section Number Thirty (30) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section Number Thirty (30), 1,175 feet to the Northerly right-of-way line of S.A. Route Number Sixteen (16) (Indian Bluff Road); thence North 65 degrees West along the Northerly right-of-way line of said. S.A. Route Number Sixteen (16) (Indian Bluff Road) 364 feet; thence North along a line 330 feet West of and parallel to the East line of the Northwest Quarter of said Section Number Thirty (30), 415 feet to an existing one half inch square steel pin, said one half inch steel pin being the point of beginning of the following described tract, thence continuing North on an assumed bearing of North 00 degrees 00 minutes 00 seconds West 94.80 feet; thence North 89 degrees 59 minutes 40 seconds West 413.68 feet to the Easterly right-of-way line of C. H. Route Number Seventy Eight (78); thence in a Southwesterly direction along a curve to the right with a radius of 5,279.65 feet, said curve also being the Easterly right-of-way line of C.H. route Number Seventy Eight (78) to a concrete right-of-way marker, said concrete right-of-way marker bearing South 34 degrees 06 minutes 42 seconds West 94.30 feet from the last described point; thence South 34 degrees 08 minutes 20 seconds West along the Easterly right-of-way line of C.H. Route Number Seventy Eight (78) 20.20 feet to an existing one half inch square steel pin; thence South 89 degrees 59 minutes 40 seconds East 477.90 feet to the point of beginning, excepting that part deeded for highway purposes recorded as Doc. No. 2003-29158, situated in the County of Rock Island and State of Illinois.

That part of the Northwest Quarter of Section Number Thirty (30) Township Number Seventeen (17) North, Range Number One (1) West of the 4<sup>th</sup> Principal Meridian, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section Number Thirty (3); thence South along the Quarter Section line Five Hundred Sixty Three and Eight Tenths (563.8) feet; thence West at right angles to said Quarter Section line Three Hundred Thirty (330) feet for the place of beginning; thence South parallel with said Quarter Section line One Hundred Ninety One and Two Tenths (191.2) feet to the Northeast corner of a triangular tract conveyed to Robert H. Smit, Highway Commissioner by deed filed September 8, 1967 and recorded in Book 357 of Records as Document Number 655426; thence South Sixty Four (64) degrees Forty Four (44) minutes West Two Hundred Seventy eight (278) feet along the North line of said tract described in Book 357 of Records, Document Number 655426 to the Northerly line of the Township Road known as S.A. Route Number Sixteen (16) (16); thence North Sixty Five (65) degrees

Thirty Five (35) minutes West along said Northerly line Three Hundred (300) feet; thence North parallel with said Quarter Section line One Hundred Eighty Five and Eight Tenths (185.8) feet; thence East at right angles to said Quarter Section line Five Hundred Twenty Four and Six Tenths (524.6) feet to the place of beginning, excepting that part deeded to the State of Illinois in Warranty Deed dated May 13, 1975 and recorded in the Recorder's Office June 10, 1975 in Record Book 633 as Document Number 769711, situated in the County of Rock Island and State of Illinois.

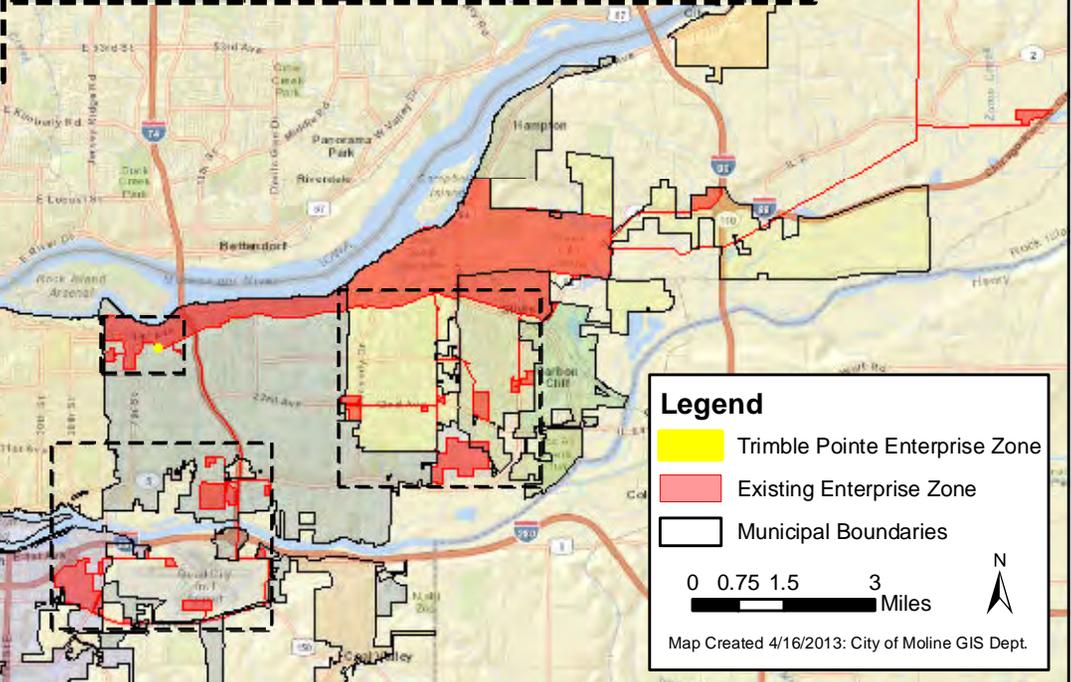
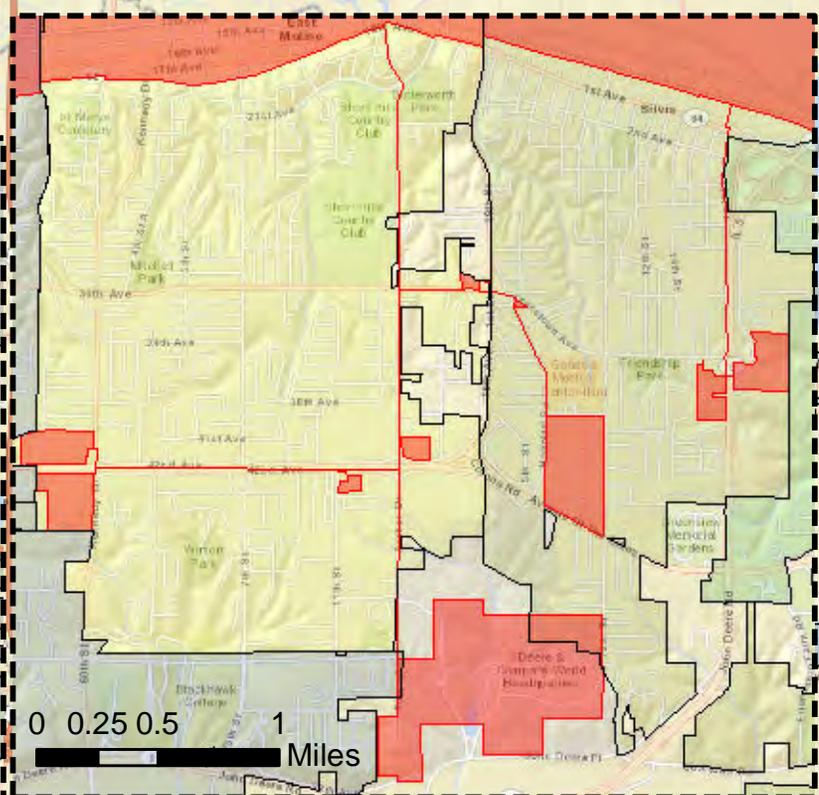
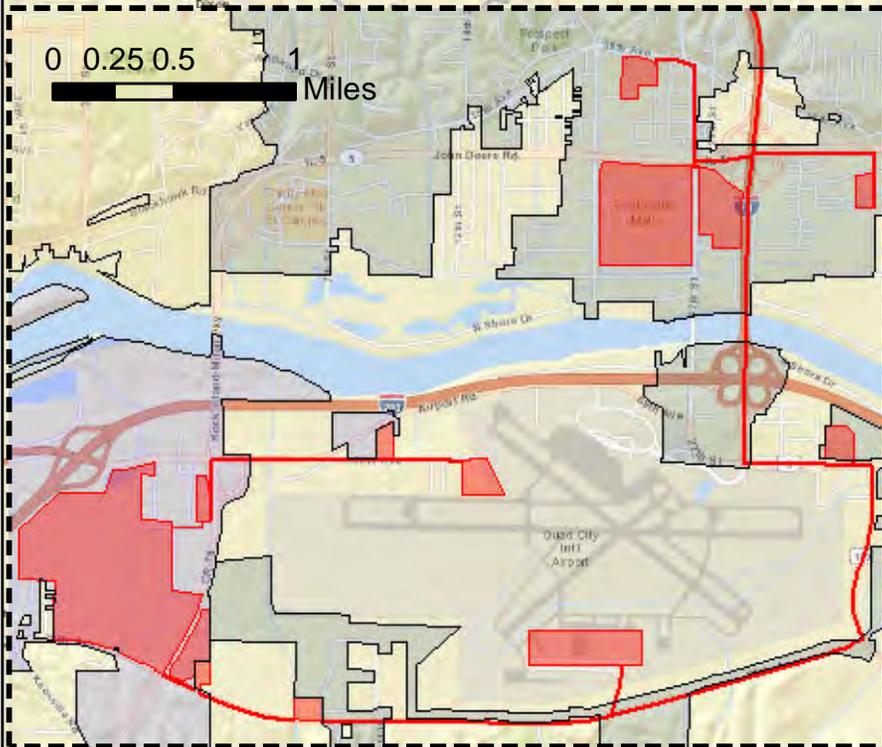
Part of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Seventeen (17) North, Range One (1) West of the 4<sup>th</sup> Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Seventeen (17) North, Range One (1) West; thence South 00-39-15 East, along the East line of the Northwest Quarter (NW 1/4) of said Section Thirty (30) a distance of 438.00 feet to the point of beginning of the following described tract; thence South 80-23-03 West along the North line to a parcel recorded as Document Number 646181 in the Recorder's Office, a distance of 330.00 feet; thence South 00-04-41 East, a distance of 29.04 feet; thence North 89-59-40 West, a distance of 413.61 feet to a point on a curve on the Easterly right-of-way line of County Highway 78; thence Northeasterly along said right-of-way, along a curve to the left, said curve having a radius of 5729.65 feet and whose chord bears North 32-38-55 East, a distance of 164.52 feet from the last described point to a point on the curve; thence North 89-51-46 East, a distance of 653.57 feet to a point on the East line of the Northwest Quarter (NW 1/4) of said Section Thirty (30); thence South 00-39-15 East, along said East line, a distance of 107.55 feet to the point of beginning, excepting any parts deeded for highway purposes, situated in the County of Rock Island and State of Illinois. (Village of Milan, Beltway Commons, January 2008).

Part of the Northeast Quarter of Section 20, Township 17 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, Blackhawk Township, Rock Island County, Illinois, more particularly described as follows:

Point of Beginning of a 3 foot wide tract, which centerline is as follows: Beginning at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 20; Thence East to the Southwest Corner of the Northwest Quarter of the Northeast Quarter of Section 20; Thence South approximately 10 feet along the West line of the Northeast Quarter of Section 20 to the Centerline of State Aid Route 32, also known as 69<sup>th</sup> Avenue; Thence 62.55 feet along said Centerline, and the arc of a circle curving to the left, said arc having a radius of 1,145.97 feet, a chord bearing of North 79 degrees 54 minutes 16 seconds East, and a chord distance of 62.54 feet; Thence North 78 degrees 20 minutes 27 seconds East along said Centerline, a distance of 188.45 feet; Thence South 11 degrees 39 minutes 33 seconds East, a distance of 40.00 feet to the South Right of Way Line of said State Aid Route 32 which is the end of the centerline of the 3 foot wide tract and the Point of Beginning.

Thence from the Point of Beginning North 78 degrees 20 minutes 27 seconds East along said North Right of Way Line, a distance of 105.65 feet; Thence 250.94 feet along said Right of Way Line, and the arc of a circle curving to the right, said arc having a radius of 1,106.00 feet, a chord bearing of North 84 degrees 50 minutes 27 seconds East, and a chord distance of 250.41 feet; Thence South 88 degrees 39 minutes 33 seconds East along said Right of Way Line, a distance of 198.62 feet; Thence South 23 degrees 41 minutes 22 seconds East, a distance of 850.66 feet; Thence North 88 degrees 35 minutes 02 seconds West, a distance of 898.73 feet; Thence North 00 degrees 25 minutes 10 seconds East along an extension of the East Line of F. Whiteside Addition to Rock Island County, Recorded in Book 46 Page 194 in the Rock Island County Recorders office, a distance of 717.57 feet to the Point of Beginning, containing 12.666 acres, more or less. For the purpose of this description The West Line of the Northeast Quarter is assumed to bear South 00 degrees 06 minutes 55 seconds West. (Rock Island County – Deere Airport Hangar, February 2008)

# Quad Cities Enterprise Zone



## **EXHIBIT “1”**

### **Illinois Quad Cities Enterprise Zone**

This amended Inter-Governmental Agreement is made and entered into this 7th day of May, 2013 by and between the City of Silvis, the City of East Moline, the City of Moline, the Village of Milan and the County of Rock Island, all in the State of Illinois, hereinafter referred to as the “Municipalities”:

WITNESSETH:

WHEREAS, the Cities of Moline, East Moline and Silvis, Illinois entered into an Inter-Governmental Agreement on December 22, 1987 (hereinafter, “the Agreement”) for the purpose of establishing an Enterprise Zone; and

WHEREAS, the County of Rock Island was included in the Illinois Quad Cities Enterprise Zone on September 27, 1999; and

WHEREAS, the Village of Milan was included in the Illinois Quad Cities Enterprise Zone on February 27, 2001; and

WHEREAS, the City of Moline has requested that the boundaries be changed to add territory within the existing Enterprise Zone; and

WHEREAS, said new territory includes property identified in the attached Exhibit “A”; and

WHEREAS, the additional territory will facilitate an increased economic benefit to the Quad Cities.

WHEREAS, pursuant to Illinois Revised Statutes 1985; Chapter 67 1/2, the City of Moline conducted a public hearing on Tuesday, April 23, 2013; and

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the future consideration of the recitals herein above set forth, it is hereby among the Municipalities hereto, as follows:

- A. That the attached Exhibit “A” which provides a legal description of the area of the Enterprise Zone and Exhibit “B” which provides a map of the Enterprise Zone, which Exhibits are attached to this Agreement and made a part hereof shall be understood and agreed by the parties as constituting “the area” described or precisely described in the Agreement related to the Ordinances adopting the Enterprise Zone and as constituting the “Enterprise Zone” within the meaning of said Agreement and said adopted Ordinances.
- B. In all other respects, the Agreement shall continue in full force and effect.

**SIGNATURE PAGE**

CITY OF EAST MOLINE, ILLINOIS

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

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF MOLINE, ILLINOIS

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

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

CTY OF SILVIS, ILLINOIS

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

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF ROCK ISLAND, ILLNOIS

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

Title: Chairman \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF MILAN, ILLINOIS

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

Title: President, Board of Trustees

Date: \_\_\_\_\_

Council Bill/Ordinance No.: 4016-2013

Sponsor: \_\_\_\_\_

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 Young Life 5K Race to be held on Saturday, May 18, 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:

Saturday, May 18, 2013, from 7:00 a.m. until 11:00 a.m.

All lanes of Old River Drive from the westernmost entrance of the parking lot  
to the southernmost side of River Drive

All lanes of River Drive from the easternmost side of Old River Drive  
to the easternmost side of the Celebration Belle parking lot.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

**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/Ordinance No.: 4017-2013

Sponsor: \_\_\_\_\_

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 Komen Quad  
Cities Race for the Cure 5K, 1.2 ML Run/Walk Special Event  
scheduled for Saturday, June 8, 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:

Thursday, June 6, 2013, from 6:00 p.m. to 12 noon on Saturday, June 8, 2013

All lanes of River Drive from the easternmost side of 12<sup>th</sup> Street to the westernmost side of 15<sup>th</sup> Street

Saturday, June 8, 2013, from 6:00 a.m. to 12:30 p.m.

All lanes of River Drive from the westernmost side of 1<sup>st</sup> Street to the easternmost side of 23<sup>rd</sup> Street

All lanes of 19<sup>th</sup> Street from the northernmost side of River Drive to the northernmost side of 5<sup>th</sup> Avenue

All lanes of 4<sup>th</sup> Avenue from the easternmost side of 23<sup>rd</sup> Street to the westernmost side of 1<sup>st</sup> Street.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

**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