

MOLINE CITY COUNCIL AGENDA

Tuesday, July 23, 2013

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL



CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of July 16, 2013 and June Financial Report.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3017-2013

An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto certain tract of land totaling 2.656-acres located at 2450 69th Avenue (Metropolitan Airport Authority of Rock Island County, 2200 69th Avenue, Moline, IL)

EXPLANATION: This ordinance approves annexation of airport-owned property which currently contains a Hampton Inn Hotel. This is a conditional petition for annexation which is subject to rezoning the property to the B-4 zoning district.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by Planning Department

2. Council Bill/General Ordinance 3018-2013

An Ordinance amending the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (Metropolitan Airport Authority of Rock Island County, Hampton Inn, 2450 69th Avenue)

EXPLANATION: This ordinance will rezone a 2.66-acre tract from "AG-2" (General Agricultural District) to "B-4" (Highway/Intensive Business District) following annexation.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet Publication

3. Council Bill/General Ordinance 3019-2013

An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain tract of land totaling 3.134-acres located in the 2200-2300 block of 69th Avenue (Metropolitan Airport Authority of Rock Island County, 2200 69th Avenue, Moline, IL)

EXPLANATION: This ordinance approves annexation of airport-owned property which is proposed for development of a Holiday Inn Express. This is a conditional petition for annexation which is subject to rezoning the property to the B-4 zoning district.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by Planning Department

4. Council Bill/General Ordinance 3020-2013

An Ordinance amending the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (Metropolitan Airport Authority of Rock Island County, proposed Holiday Inn Express, 2200-2300 block of 69th Avenue)

EXPLANATION: This ordinance will rezone a 3.13-acre tract from “AG-2” (General Agricultural District) to “B-4” (Highway/Intensive Business District) following annexation.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet Publication

5. Council Bill/Special Ordinance 4025-2013

A Special Ordinance authorizing the Mayor and City Clerk to execute an agreement for professional services between the City of Moline and Thomas A. Skorepa to extend his services as the City’s Zoning Hearing Officer for a three-year period.

EXPLANATION: The City entered into an agreement for professional services in 2006 with attorney Thomas A. Skorepa to serve as the City’s Zoning Hearing Officer and preside over zoning hearings and proceedings. The agreement was extended in July 2010 for a three-year period and is due to expire. The City and Skorepa wish to extend the agreement for an additional three-year period under the same terms and conditions of the current agreement.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

6. Council Bill/Resolution 1105-2013

A Resolution authorizing the Mayor and City Clerk to execute an agreement between the City of Moline and the Board of Education of Moline School District 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2013/2014 school year.

EXPLANATION: Cost sharing agreement for assignment of police liaison officers at Moline High School, Alternative High School, Wilson Middle School and John Deere Middle School. The school district will reimburse 45 percent of the total salary and benefit costs for the officers, and 100 percent of the cost of overtime worked at the request of the school.

FISCAL IMPACT: Reimbursement of \$196,048.00

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Resolution 1106-2013

A Resolution amending Budget Resolution #1277-2012 by authorizing changes to various line items in the budget for FY 2013.

EXPLANATION: Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval. These amendments are proposed to reflect recent changes to the current budget that avoid any adverse affect to the City’s legal budgetary compliance.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Resolution 1107-2013

A Resolution authorizing the Department of Planning and Development to apply to the Illinois Housing Development Authority (“IHDA”) for a 2013 Emergency Loan Assistance Program grant in the amount of \$620,000 (two-year grant) for “emergency” homeowner assistance in the City of Moline and City of East Moline; and authorizing staff to do all things necessary to prepare and submit said grant application.

EXPLANATION: The Emergency Loan Assistance application would include a request for assistance to thirty homes within the Cities of Moline and East Moline. The Planning and Development Department would administer the program for both cities and receive the administrative dollars for staff’s services.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Public Notice Required

9. Council Bill/Resolution 1108-2013

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed Ericsson School Celebrate Education Parade scheduled for Friday, September 6, 2013.

EXPLANATION: This is a yearly event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

10. Council Bill/Resolution 1109-2013

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed QCA Heritage Tractor Parade and Show, scheduled for Saturday, September 7, 2013.

EXPLANATION: This is a yearly event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

11. Council Bill/Resolution 1110-2013

A Resolution authorizing the Mayor and City Clerk to execute a \$30,000 loan with Barley & Rye, Inc. in order to assist financing a new restaurant.

EXPLANATION: Jared Linn and Randy Linn have leased 2,700 sf in the Phillips Lofts building at 1320 Fifth Avenue. They intend to own and to operate Barley & Rye, a bistro style restaurant specializing in farm to table foods. Approximately 65% - 80% of the ingredients will be produced locally. Jared Linn will be the general manager and executive chef. Mr. Linn has 15 years experience in the food service industry. The project will create 16 full-time equivalent positions. The applicants have requested a \$30,000 loan from the City’s Revolving Loan Fund (RLF) program. The RLF was created through the City’s allocation of federal Community Development Block Grant funding. Financing for the project is:

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

Quad City Bank & Trust	\$195,000 (approved, interest rate: 4.75%, term: seven years)
Owner Equity	\$124,000
Bi-State Commission	\$50,000 (approved, interest rate: 4%, term: five years)
City of Moline	\$30,000 (pending, interest rate: 4%, term: five years)

FISCAL IMPACT: Revolving Loan Fund Program funds are available.

PUBLIC NOTICE/RECORDING: A mortgage will be recorded at the RI County Recorder’s Office.

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCES

12. Council Bill/General Ordinance 3021-2013

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 for the proposed Holiday Day Inn Express.

EXPLANATION: This item expands the Illinois Quad City Enterprise Zone boundaries by adding approximately 3.027 acres (.005 sq. miles) of additional territory. The project will facilitate The Holiday Inn Express. The Holiday Inn Express will consist of a four (4) story 54,000 sq ft hotel with 110 parking spaces, located at the Quad City International Airport. There will a sizable positive impact on local construction workers and upon completion it is expected that 45 full time equivalent jobs will be created. The public hearing for the zone’s expansion was conducted on Tuesday, June 18, 2013.

FISCAL IMPACT: Increased property, sales and use taxes

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

13. Council Bill/Special Ordinance 4026-2013

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 5th Avenue Cruise In scheduled for Saturday, August 3, 2013.

EXPLANATION: This is a yearly event and has been approved by the Special Event Committee. **CONSIDERATION REQUESTED.**

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

14. Council Bill/Special Ordinance 4027-2013

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 Children’s Wellness Fair scheduled for Saturday, August 3, 2013.

EXPLANATION: This is a yearly event and has been approved by the Special Event Committee. **CONSIDERATION REQUESTED.**

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

Consideration of 4026 & 4027		
Council Member	Aye	Nay
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Mayor Raes		

4026-2013		
Council Member	Aye	Nay
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Mayor Raes		

4027-2013		
Council Member	Aye	Nay
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Mayor Raes		

Council Bill/General Ordinance No. 3017-2013

Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

A certain tract of land totaling 2.656-acres located at 2450 69th Avenue (Metropolitan Airport Authority of Rock Island County).

WHEREAS, a written petition filed by the Metropolitan Airport Authority of Rock Island County has been filed in the Office of the City Clerk requesting that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to the trustees of the Coal Valley Rural Fire Protection District and also the trustees of the Robert R. Jones Library District of the pending annexation and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit “A,” is hereby annexed to the City of Moline, Illinois.

Part of Outlot 3, 4, 5, 8 and part of the vacated Right-of-Way between Outlot 5 and 8 in Valley View Place, an addition in the Northwest Quarter of Section 21, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois.

Commencing at the Northwest Corner of said Northwest Quarter; Thence North 89 degrees 37 minutes 26 seconds East, along the North line of said Northwest Quarter, a distance of 1346.94 feet to the Southerly Right-of-Way line of Airport Road (F.A. RTE. 10); Thence South 57 degrees 20 minutes 31 seconds East, along said Southerly Right-of-Way Line, a distance of 169.92 feet; Thence South 49 degrees 30 minutes 29 seconds East, along said Southerly Right-of-Way Line, a distance of 108.84 feet to the Point of Beginning; Thence South 49 degrees 30 minutes 29 seconds East, along said Southerly Right-of-Way Line, a distance of 256.67 feet; Thence South 66 degrees 59 minutes 20 seconds East, along said Southerly Right-of-Way Line, a distance of 257.33 feet; Thence South 04 degrees 17 minutes 28 seconds West, a distance of 145.95 feet; Thence South 88 degrees 41 minutes 14 seconds East, a distance of 47.06 feet to said Southerly Right-of-Way Line; Thence South 01 degrees 18 minutes 46 seconds West, along said Southerly Right-of-Way Line, a distance of 30.20 feet to the Northwest Corner of Flick's 1st Addition; Thence South 65 degrees 43 minutes 17 seconds West, a distance of 183.64 feet; Thence curving to the left a distance of 397.76 feet, along the arc of a circle having a radius of 540.00 feet, and a chord bearing of North 45 degrees 22 minutes 50 seconds West, and a chord distance of 388.83 feet; Thence North 66 degrees 28 minutes 58 seconds West, a distance of 146.96 feet; Thence North 19 degrees 38 minutes 36 seconds West, a distance of 32.90 feet; Thence North 37 degrees 59 minutes 21 seconds East, a distance of 199.01 feet to the Point of Beginning;

The above described parcel contains 2.656 acres, more or less and is subject to a 20 foot wide utility easement to the Metropolitan Airport Authority for the purposes of maintaining and replacing existing storm sewer. This property is also subject to both unrecorded easements and easements of record that may or may not be shown on the attached plat of survey. For the purpose of this description, the North Line of said Northwest Quarter of Section 21, has a bearing of North 89 degrees 37 minutes 26 seconds East, based on the North American Datum of 1983, Illinois State Plane Coordinate System, West Zone.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the area above described and annexed shall be and hereby is zoned “AG-2” (General Agricultural District) upon the effective date hereof pursuant to Section 35-3105 of the Moline Zoning and Land Development Code, and that the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code.

Section 4 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit “A.”

Council Bill/General Ordinance No. 3017-2013
Sponsor: _____
Page 3

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3018-2013

Sponsor: _____

AN ORDINANCE

AMENDING the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (Metropolitan Airport Authority of Rock Island County Hampton Inn, 2450 69th Avenue)

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

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

WHEREAS, this Council finds and declares that a change from “AG-2” (General Agricultural District) to “B-4” (Highway/Intensive Business District) zoning will more accurately reflect the Comprehensive Plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning and Land Development Code.

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

Section 1 - That the following described territory shall be, and the same is, hereby changed from zoning classification “AG-2” (General Agricultural District), as provided in Section 35-3210 of said Zoning and Land Development Code, to zoning classification “B-4” (Highway/Intensive Business District), as provided in Section 35-3311 of said Zoning and Land Development Code.

Part of Outlot 3, 4, 5, 8 and part of the vacated Right-of-Way between Outlot 5 and 8 in Valley View Place, an addition in the Northwest Quarter of Section 21, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois.

Commencing at the Northwest Corner of said Northwest Quarter; Thence North 89 degrees 37 minutes 26 seconds East, along the North line of said Northwest Quarter, a distance of 1346.94 feet to the Southerly Right-of-Way line of Airport Road (F.A. RTE. 10); Thence South 57 degrees 20 minutes 31 seconds East, along said Southerly Right-of-Way Line, a distance of 169.92 feet; Thence South 49 degrees 30 minutes 29 seconds East, along said Southerly Right-of-Way Line, a distance of 108.84 feet to the Point of Beginning; Thence South 49 degrees 30 minutes 29 seconds East, along said Southerly Right-of-Way Line, a distance of 256.67 feet; Thence South 66 degrees 59 minutes 20 seconds East, along said Southerly Right-of-Way Line, a distance of 257.33 feet; Thence South 04 degrees 17 minutes 28 seconds West, a distance of 145.95 feet; Thence South 88 degrees 41 minutes 14 seconds East, a distance of 47.06 feet to said Southerly Right-of-Way Line; Thence South 01 degrees 18 minutes 46 seconds West, along said Southerly Right-of-Way Line, a distance of 30.20 feet to the Northwest Corner of Flick’s 1st Addition; Thence South 65 degrees 43 minutes 17 seconds West, a distance of 183.64 feet; Thence curving to the left a distance of 397.76 feet, along the arc of a circle having a radius of 540.00 feet, and a chord bearing of North 45 degrees 22 minutes 50 seconds West, and a chord distance of 388.83 feet; Thence North 66 degrees 28 minutes 58 seconds West, a

distance of 146.96 feet; Thence North 19 degrees 38 minutes 36 seconds West, a distance of 32.90 feet; Thence North 37 degrees 59 minutes 21 seconds East, a distance of 199.01 feet to the Point of Beginning;

The above described parcel contains 2.656 acres, more or less and is subject to a 20 foot wide utility easement to the Metropolitan Airport Authority for the purposes of maintaining and replacing existing storm sewer. This property is also subject to both unrecorded easements and easements of record that may or may not be shown on the attached plat of survey. For the purpose of this description, the North Line of said Northwest Quarter of Section 21, has a bearing of North 89 degrees 37 minutes 26 seconds East, based on the North American Datum of 1983, Illinois State Plane Coordinate System, West Zone.

Section 2 - That the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code, so as to show that the above-described area is established as above set forth and shall hereinafter be included in the “B-4” (Highway/Intensive Business) zoning district.

Section 3 - That the foregoing amendment to the Moline Zoning and Land Development Code was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning and Land Development Code, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3019-2013

Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

A certain tract of land totaling 3.134-acres located in the 2200-2300 block of 69th Avenue (Metropolitan Airport Authority of Rock Island County).

WHEREAS, a written petition filed by the Metropolitan Airport Authority of Rock Island County has been filed in the Office of the City Clerk requesting that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to the trustees of the Coal Valley Rural Fire Protection District and also the trustees of the Robert R. Jones Library District of the pending annexation and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit “A,” is hereby annexed to the City of Moline, Illinois.

Part of Outlots 2 and 3 of Valley View Place, an addition situated in the Southeast Quarter of the Southwest Quarter of Section 16 and the Northeast Quarter of the Northwest Quarter of Section 21 all in Township 17 North, Range 1 West of the Fourth Principal Meridian being more particularly described as follows:

Commencing at the Northwest corner of the said Outlot 2, Thence 00 degrees 33 minutes, 51 seconds West along the West line of said Outlot 2, a distance of 69.93 feet to a Point on the South Right-of-Way Line of 69th Avenue (F.A. Route 10/F.A.U. Route 5788); Thence South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 35.28 feet to the Point of Beginning; Thence continuing South 73 degrees 22 minutes 14 seconds along said South Right-of-Way line, a distance of 257.25 feet; Thence South 56 degrees 53 minutes 02 seconds East along the said South Right-of-Way Line, a distance of 308.50 feet; Thence South 41 degrees 10 minutes 02 seconds West, a distance of 249.27 feet; Thence North 66 degrees 41 minutes 12 seconds West, a distance of 212.85 feet; Thence North 89 degrees 42 minutes 30 seconds West, a distance of 149.12 feet; Thence North 00 degrees 37 minutes 50 seconds East, a distance of 344.83 feet to the Point of Beginning, containing 3.134 acres more or less.

Basis of Bearings are to the West Line of said Outlot 2 South 00 degrees 33 minutes 51 seconds West to the Illinois State Plane Coordinate System, West Zone (NAD 83).

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the area above described and annexed shall be and hereby is zoned “AG-2” (General Agricultural District) upon the effective date hereof pursuant to Section 35-3105 of the Moline Zoning and Land Development Code, and that the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code.

Section 4 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit “A.”

Council Bill/General Ordinance No. 3019-2013
Sponsor: _____
Page 3

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AN ORDINANCE

AMENDING the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (Metropolitan Airport Authority of Rock Island County, proposed Holiday Inn Express, 2200-2300 block of 69th Avenue)

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

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

WHEREAS, this Council finds and declares that a change from “AG-2” (General Agricultural District) to “B-4” (Highway/Intensive Business District) zoning will more accurately reflect the Comprehensive Plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning and Land Development Code.

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

Section 1 - That the following described territory shall be, and the same is, hereby changed from zoning classification “AG-2” (General Agricultural District), as provided in Section 35-3210 of said Zoning and Land Development Code, to zoning classification “B-4” (Highway/Intensive Business District), as provided in Section 35-3311 of said Zoning and Land Development Code.

Part of Outlot 3, 4, 5, 8 and part of the vacated Right-of-Way between Outlot 5 and 8 in Valley View Place, an addition in the Northwest Quarter of Section 21, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois.

Part of Outlots 2 and 3 of Valley View Place, an addition situated in the Southeast Quarter of the Southwest Quarter of Section 16 and the Northeast Quarter of the Northwest Quarter of Section 21 all in Township 17 North, Range 1 West of the Fourth Principal Meridian being more particularly described as follows:

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minutes 50 seconds East, a distance of 344.83 feet to the Point of Beginning, containing 3.134 acres more or less.

Basis of Bearings are to the West Line of said Outlot 2 South 00 degrees 33 minutes 51 seconds West to the Illinois State Plane Coordinate System, West Zone (NAD 83).

Section 2 - That the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code, so as to show that the above-described area is established as above set forth and shall hereinafter be included in the "B-4" (Highway/Intensive Business) zoning district.

Section 3 - That the foregoing amendment to the Moline Zoning and Land Development Code was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning and Land Development Code, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an agreement for professional services between the City of Moline and Thomas A. Skorepa to extend his services as the City's Zoning Hearing Officer for a three-year period.

WHEREAS, in 2006, the City of Moline created the position of Zoning Hearing Officer, pursuant to Chapter 35, Zoning and Land Development, of the Moline Code of Ordinances, Section 35-1302, and entered into an agreement for professional services with Thomas A. Skorepa ("Skorepa") to serve as the Zoning Hearing Officer; and

WHEREAS, Skorepa has served as the Zoning Hearing Officer since 2006 under the original agreement and its 2010 extension; and

WHEREAS, the City and Skorepa wish to extend the agreement for professional services for another three-year period under the same terms and conditions of the current agreement.

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

Section 1. That the Mayor and City Clerk are hereby authorized to execute an agreement for professional services between the City of Moline and Thomas A. Skorepa, P.C., to extend his services as the City's Zoning Hearing Officer for a three-year period; 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.

Section 2. That this ordinance shall not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

AGREEMENT BETWEEN THE CITY OF MOLINE AND ATTORNEY FOR
SERVICES AS THE ZONING HEARING OFFICER

This AGREEMENT, entered into this _____ day _____, 2013 by and between the City of Moline, Illinois, hereinafter referred to as "the CITY," and Thomas A. Skorepa, hereinafter referred to as "the ATTORNEY."

WHEREAS, the CITY entered into an agreement for services with the ATTORNEY on July 27, 2010; and

WHEREAS, the CITY desires to retain the ATTORNEY to continue to provide services as the Zoning Hearing Officer for the City.

IT IS THEREFORE STIPULATED, COVENTED, AND AGREED by and between the parties hereto in consideration of the mutual covenants contained herein as follows:

1. The CITY does hereby appoint the ATTORNEY as the Zoning Hearing Officer to preside at all zoning appeal hearings and to fulfill the duties as directed by Article II, Divisions 1 and 2 of the Moline Zoning and Land Development Code.
2. That, in the performance of his duties, the ATTORNEY will hear testimony and other evidence offered during the zoning appeal hearings relevant to the validity of the proposed variations of the Zoning and Land Development Code. At the conclusion of the presentation of evidence, he will issue and sign a written finding and decision on each item presented at the zoning appeal hearing.
3. The ATTORNEY will have the assistance of the staff of the City of Moline, as may be assigned to the Zoning Hearing Officer to assist him in administration of the zoning appeal hearings.
4. It is agreed that all hearings shall be held in the Moline City Council Chambers on the top floor of Moline City Hall, 619 16th Street, Moline, Illinois. If at any time this location will be unavailable, an alternate location may be arranged for by the City of Moline staff. The time and date of hearings shall be the third Thursday of every month at 4:00 p.m., unless otherwise specified by the CITY and agreed upon by the ATTORNEY.
5. All necessary forms, stationery, supplies, and equipment will be provided by the CITY.
6. The CITY will pay the ATTORNEY an hourly rate equal to that paid for MUNICIPAL as currently in effect and approved by the City Council. This rate shall be billable in quarter hour increments for time spent in zoning appeal hearings and also time spent reviewing or considering zoning appeal applications outside of said hearings.

7. This agreement shall remain in effect for a period of three (3) years and may be terminated in advance by either party by giving sixty (60) days notice in writing of said termination.

CITY OF MOLINE, ILLINOIS

THOMAS A. SKOREPA

By: _____
Scott Raes, Mayor

By:  _____

Attest: _____
Tracy A. Koranda, City Clerk

Approved as to Form:



Maureen E. Riggs, City Attorney

Council Bill/Resolution No.: 1105-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement between the City of Moline and the Board of Education of Moline School District 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2013/2014 school year.

WHEREAS, pursuant to the agreement, the police department will assign police officers at Moline High School, Alternative High School, Wilson Middle School and John Deere Middle School on a full time basis during the 2013/2014 school year; and

WHEREAS, in part, the agreement provides for Moline School District No. 40 to reimburse the City of Moline for 45 percent of the total salary and benefit costs for the four assigned officers and 100 percent of the cost for overtime worked at the request of the schools.

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 an agreement between the City of Moline and the Board of Education of Moline School District 40 setting forth the terms for assignment of the four school liaison officers to the school system for the 2013/2014 school year, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor
July 23, 2013

Date

Passed: July 23, 2013

Approved: August 6, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

SCHOOL POLICE LIAISON OFFICERS

AGREEMENT

This Agreement made and entered into this 24TH day of JUNE, 2013, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation, hereinafter referred to as "City", and, the BOARD OF EDUCATION OF MOLINE SCHOOL DISTRICT NO. 40, a body politic and corporate, hereinafter referred to as "School Board".

WITNESSETH:

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards have control of school property and are responsible for pupil and staff safety; and

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards may contract for work for the district and may hire educational support personnel; and

WHEREAS, Art. VII, § 10, Ill. Const. provides that school districts and cities may contract to share any power not prohibited by law; and

WHEREAS, the City, with a population greater than 25,000, has plenary police powers pursuant to Art. VII, § 6(a), Ill. Const.; and

WHEREAS, both the School Board and the City believe that having police officers, properly trained in juvenile justice programs, assigned to and stationed at Moline High School, the Alternative High School, Wilson Middle School and John Deere Middle School will increase pupil and staff safety, further juvenile prevention programs, and will deter juvenile crime; and

WHEREAS, the City is willing to assign such officers to the schools only if the School Board participates in a cost sharing of the salary and benefit costs of such officers; and

WHEREAS, the School Board is willing to participate in such cost sharing only upon certain guarantees about approval of personnel, work of personnel, and delineation of duties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow, the parties hereto agree as follows:

Article I. Purpose.

The purpose of this Agreement is for the City to agree to assign and station a police officer at each of the following four schools: Moline High School, Alternative High School, Wilson Middle School, and John Deere Middle School, and for the City to set forth with particularity said police officers' duties and chain of command and for the School Board to delineate its financial responsibilities for such assignment and for the School Board to establish its obligations in respect to supervision, provision of office space and equipment, and right of veto over personnel selection. Furthermore, the purpose of this Agreement is to establish certain operational guidelines, termination

rights, and division of liability.

Article II. Term.

The term of this Agreement is from August 1, 2013, to July 31, 2014.

Article III. Termination Rights.

3.1 Either party may terminate this Agreement for cause upon fifteen (15) days written notice delivered to the other party. "For cause" is defined for purposes herein as written notice of deficiency which deficiency is not corrected to the mutual satisfaction of both parties within fifteen (15) days after receipt of such notice.

3.2 Either party may terminate this Agreement without cause upon ninety (90) days written notice delivered to the other party.

3.3 Termination of this Agreement under either 3.1 or 3.2 shall not relieve either party of any obligation incurred up to and including the date of termination; and, if the School Board terminates under 3.2, it shall be responsible for payment of its share of the cost of the assigned officers as outlined in 5.3.

Article IV. City's Duties.

4.1 The City shall assign four Moline Police Officers to and station said officers at the aforesaid schools for all pupil attendance days between August 1, 2013 and July 31, 2014, and for five (5) workdays prior to the fall, 2013 start of classes (as staff orientation), if requested by the School Board. The City shall not be required to assign an alternate officer in the event of sickness of an officer, other than an extended illness, or when on paid leave status; however, the City reserves the right to assign an alternate on such days or other days.

4.2 Said assigned officers, and any alternate, shall be selected, supervised, and instructed to perform in accordance with the Job Description attached hereto and incorporated herein as Exhibit "A".

4.3 It is understood that the assigned officers may not continuously remain on school property. Court appearances, training and police emergencies may require assigned officers to be off school property. While the City will attempt to keep those incidents to a minimum, both parties acknowledge that such matters are not completely within the control of the City. In addition, the School Board understands that training of officers will benefit not only the City and the police department, but also the School Board.

4.4 The City shall authorize overtime not associated with school activities and pay for any overtime so authorized.

4.5 The City shall provide each of the assigned officers with a City owned vehicle. The City shall be responsible for all costs associated with such vehicle use.

4.6 The City shall provide the School Board with quarterly statements for the School Board's share of the cost of the four assigned police officers for the period of this agreement in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

4.7 The City agrees to indemnify, defend, and hold harmless School Board for all claims under the Workers Compensation, Occupational Disease, or similar statutes for injury or illness resulting to the assigned employee from such assignment. In addition, the City agrees to indemnify, defend, and hold harmless School Board for all claims, demands, damages, costs, expenses, suits, actions, or liability, whether at law or in equity, resulting to third parties if the events giving rise to same occurred off of school property even though said events involve said assigned officers. Such duty to indemnify, defend, and hold harmless School Board for events off school property does not extend, however, to events occurring outside the corporate limits of the City of Moline when the School Board seeks the assistance of the assigned officer outside said corporate limits - i.e. said assigned officer is requested to accompany school personnel to investigate a matter in Coal Valley or in unincorporated territory.

Article V. School Board Duties.

5.1 The School Board shall request four officers to be assigned at the aforesaid schools.

5.2 The School Board shall provide sufficient office space, furniture, office supplies, telephone, and secure filing cabinet for said assigned officers.

5.3 The School Board shall pay forty-five percent (45%) of the cost of the assigned officers including salary and benefits within thirty (30) days after receipt of a billing from the City. Billings will occur on a quarterly basis in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

5.4 Any time the School Board requests and authorizes overtime for an assigned officer, this shall be paid by the School Board at the assigned officer's overtime rate.

5.5 The School Board shall indemnify, defend, and hold harmless City for all claims, demands, damages, costs, expenses, suits, actions, or liability, whether at law or in equity, resulting to third parties if the events giving rise to same occurred on school property or if said events occurred off of school property and outside the corporate limits of the City and upon a request by School Board for assistance and if said events arise out of execution of this Agreement.

Article VI. Miscellaneous.

6.1 Both parties have certain duties to indemnify, defend, and hold harmless the other party under certain specified circumstances. Therefore, whenever a demand or suit is made or filed against the beneficiary of such duty, that party shall promptly notify in writing the burdened party of such demand or suit and such burdened party shall promptly notify the benefited party of the name of the individual assigned to handle and defend such demand or suit.

6.2 While the School Board reserves the right to make final approval of assigned officers and alternates and to demand the removal of any such officer approved, the City reserves the sole and exclusive right to discipline such personnel. The School Board shall report promptly, however, to the Chief of Police any infractions or deficiency in performance and may file charges with the Board of Fire and Police Commissioners against said personnel only after ten (10) days have expired from so reporting same to the Chief of Police.

6.3 Both parties agree that the assigned officers shall have no authority to act as a Juvenile Officer outside the corporate limits of the City unless specifically authorized by the City.

6.4 Both parties agree that, if an assigned officer is expected to perform a search or seizure of persons or property, said officer shall be bound by and shall follow established City policies and directives. Nothing herein shall prevent school personnel from acting under School Board policies and directives outside the presence of the assigned officer.

6.5 Should a dispute arise concerning the statement of costs, the School Board shall promptly pay the amounts not in dispute. The Chief of Police and Superintendent of Schools shall meet within ten (10) days to discuss the remaining amounts in dispute; and, if they are unable to resolve said dispute mutually within ten (10) days thereafter, the dispute shall be submitted to governing bodies of the parties.

6.6 Any change to this Agreement shall be in writing and approved by the governing bodies of both parties. The Chief of Police and the designated School Board representative may, however, approve non-substantive changes, i.e., matters not affecting the daily charge, the billing cycle, or the scope of authority, by reducing same to writing and executing same for the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized agents to sign and seal, if any, these presents the day and year first above written.

MOLINE SCHOOL DISTRICT NO. 40

CITY OF MOLINE, ILLINOIS

By *Connie McElyea*
President

By _____
Mayor

Attest:
Jan McCann
Secretary

Attest:

City Clerk

Approved as to Form:

School Board Attorney

Approved as to Form:

City Attorney

JOB DESCRIPTION

POLICE LIAISON OFFICER

Page 1 of 2

Job Title: Police Liaison Officer

Employment: The Police Liaison Officer is an officer of the Moline Police Department and an employee of the City of Moline on special assignment to Moline School District No. 40.

Employment Contract: The City of Moline and Moline School District No. 40 will enter into an annual agreement to purchase liaison officer services.

Qualifications/Selection: The training, experience and other qualifications of the Police Liaison Officer shall be established by the Chief of Police. When selecting an officer for this position, the Chief of Police shall nominate a slate of qualified candidates, and the school principal shall make the final selection.

Professional Standards: The Police Liaison Officer must conduct himself/herself in a professional manner and must maintain a high level of respect and integrity within the school community. As a Juvenile Officer, the Police Liaison Officer must maintain a caring attitude towards students and must remain sensitive to the problems of students and staff in the school environment.

Attire: When functioning as the Police Liaison Officer, the officer shall normally be dressed in plain clothes, except on those occasions when, in the judgment of school authorities, the standard police uniform would be more appropriate.

Reports to: The Police Liaison Officer is primarily a police officer and as such is at all times under the command of his designated police department superiors. However, during those hours in which the officer is assigned to the school, he/she shall report to the principal or his/her designee. When the officer is not functioning as the Police Liaison Officer, he/she will report to his/her designated supervisor at the Moline Police Department.

Duties: The position of Police Liaison Officer is a staff liaison position and is considered an integral part of the pupil personnel services of the school. Specifically, the position is a part of the school administration and in this relationship the officer's duties are under the authority and responsibility of the school principal.

The Police Liaison Officer shall not be responsible for the enforcement of school district policies, but shall assist the staff in said enforcement when requested to do so.

As a member of the school staff, the Police Liaison Officer:

1. Serves as the liaison between the school and the Moline Police Department, promotes the development of effective communication between the school and legal authorities, and coordinates the provision of police services to the school.

JOB DESCRIPTION
POLICE LIAISON OFFICER

2. Serves as a consultant to School District No. 40 in matters of crime prevention, law enforcement, community youth services and other related matters.
3. Pro-actively works with school personnel to prevent crime on school grounds, to protect students and staff, and to provide a safe and secure school environment. In this role the liaison officer patrols the school and grounds, supervises parking lots, monitors pedestrian and vehicular traffic on school grounds, and prevents loitering and trespassing on school property when requested to do so.
4. Conducts and/or coordinates the police investigation of incidents involving the school, its staff and students. The officer will also investigate other cases or perform other duties assigned by his designated police department supervisor.
5. As a Police Juvenile Officer, the Police Liaison Officer must develop and maintain a familiarity with community delinquency patterns, trouble spots, and other youth and community problems.
6. Confers with and assists deans, counselors, and other school staff concerning individuals, families and neighborhoods in the early identification of troubled, neglected or abused youths and delinquent behavior.
7. Participates in providing advice and guidance to students and parents and assists in referral to appropriate community services.
8. Assists school staff in the prevention of truancy, in processing truancy cases, and in making home visits when required.
9. Assists school staff in the supervision of extra-curricular school activities as requested.
10. Performs other duties as assigned by the school administration or by his/her designated police department supervisor.

**STATEMENT OF COST
MOLINE SCHOOL BOARD
POLICE LIAISON OFFICERS**

08/01/2013 - 07/31/2014

12-Month Period - Quarterly Billings (4)

LINE ITEM	AHS	JDMS	HS	WMS	TOTAL
Salary (Assigned Officers)	69,118	52,897	67,975	56,946	246,937
Police Retirement (53.5592%)	37,019	28,331	36,407	30,500	132,257
Health Ins. (\$1,129.48 / 5mo. \$1,140.78 / 7mo.)	13,633	13,633	0	13,633	40,899
Qualification Pay (\$25 or 30 month)	360	300	300	300	1,260
Life Insurance	0	20	0	20	40
Medicare (1.45% x base + qualification pay)	1,007	771	990	830	3,599
Worker's Compensation (base + qual. pay /100 x \$3.05)	2,119	1,623	2,082	1,746	7,570
Annual Training Center Fee	75	75	75	75	300
Clothing Allowance (Paid in June & December)	700	700	700	700	2,800
TOTAL 12-MONTH COST	124,031	98,350	108,529	104,751	435,662
SCHOOL BOARD SHARE (45%)	55,814	44,258	48,838	47,138	196,048

Quarterly Amount

\$49,012

November 1, 2013

Statement Dates

February 1, 2014

May 1, 2014

August 1, 2014

(Note: One officer does not carry City health coverage)

Council Bill/Resolution No.: 1106-2013

Sponsor: _____

A RESOLUTION

AMENDING Budget Resolution #1277-2012 by authorizing various changes to line items in the FY 2013 Budget.

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

That the FY 2013 Budget is amended by changing the following line items:

<u>Account Number</u>	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Revised Budget</u>
1) 320-1833-434.03-22 Professional/Technical	\$40,000	\$60,000	\$100,000
320-1835-434.03-22 Professional/Technical	\$10,000	\$57,000	\$ 67,000
320-0000-300.00-00 Excess Reserves	N/A	(\$117,000)	N/A

Explanation: Carry over funds from 2012 budget to 2013 budget for South Slope Facilities Plan. Facilities plan was not completed in 2012 and is required to prepare for the upcoming revision on the WPC financial plan and rate structure. The facilities plan will also reassess adequacy of current capacity allocations among regional users.

2) 010-0844-431.06-30 Operating Supplies	\$511,190	\$200,000	\$711,190
010-0000-300.00-00 Excess Reserves	N/A	(\$200,000)	N/A

Explanation: The City started to build a new salt dome in December 2012 for additional storage and the project was not completed until January 2013. The additional funds budgeted for salt in the 2012 General Fund were not spent until new dome was ready.

3) 449-0845-432.03-61 Payment to Agencies	\$32,825	\$7,000	\$39,825
449-0000-300.00-00 Excess Reserves	N/A	(\$7,000)	N/A

Explanation: To reflect and carryover the unused 2012 SWAG Grant funds to the 2013 Sanitation Budget to be used for recycling and solid waste management activities.

Account Number	Current Budget	Budget Adjustment	Revised Budget
4) 510-9957-438.04-25 Contractual Repairs	\$325,000	(\$325,000)	\$0
510-9965-438.04-25 UT Contractual Repairs	\$0	\$325,000	\$325,000
510-9957-438.08-17 Sidewalk Contracts	\$80,000	(\$80,000)	\$0
510-9965-438.08-17 UT Sidewalk Contracts	\$0	\$80,000	\$80,000
510-9965-438.08-10 UT Street Contracts	\$2,260,000	(\$1,280,000)	\$980,000
510-9957-438.10-85 Transfer to Debt Service	\$4,043,715	(\$33,215)	\$4,010,500
330-1971-433.08-35 Storm Water Projects	\$367,000	\$176,000	\$543,000
510-9965-438.08-10 UT Street Projects	\$980,000	\$900,000	\$1,880,000
510-9957-438.08-10 Street Projects	\$0	\$615,000	\$615,000
330-0000-300.00-00 Excess Reserves	N/A	(\$176,000)	N/A
510-0000-300.00-00 Excess Reserves	N/A	(\$201,785)	N/A

Explanation: To reflect changes made to the capital improvement plan not changed to the 2013 budget prior to adoption.

5) 010-0000-322.80-00 Expired CO Deposit Revenue	\$0	\$36,800	\$36,800
010-0849-424.02-55 Professional Development	\$1,875	\$10,000	\$11,975
010-9955-481.10-98 Contingency	\$436,915	\$26,800	\$463,715

Explanation: Expired Certificate of Occupancy Deposits from 2008-2012 forfeited and moved to revenue and with a portion proposed to supplement the Building Division training budget for 2013.

Council Bill/Resolution No.: 1106-2013

Sponsor: _____

Page 3 of 3

BE IT FURTHER RESOLVED that the City Council directs the Finance Director to make the necessary accounting entries for the aforementioned budget amendments.

CITY OF MOLINE, ILLINOIS

Mayor

July 23, 2013

Date

Passed: July 23, 2013

Approved: August 6, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1107-2013
Sponsor _____

A RESOLUTION

SUPPORTING a grant application to apply to the Illinois Housing Development Authority (“IHDA”) for 2013 Emergency Loan Assistance Program in the amount of \$620,000 (two-year grant) for “emergency” homeowner assistance. The application would include a request for assistance to thirty homes within the cities of Moline and East Moline. The Planning and Development Department would administer the program for both cities and receive the administrative dollars for staff’s services.

AUTHORIZING staff to do all things necessary to prepare and submit said grant application to IHDA.

WHEREAS, this program will provide assistance to approximately thirty (30) low-income and very low-income homeowners to repair their homes by replacing costly maintenance items and removing exigent health and safety hazards, such as air quality issues, HVAC/carbon monoxide hazards, and electrical or fire hazards; and

WHEREAS, the maximum loan amount of \$20,000 will be provided to each eligible household to fix building code violations as a first priority. Funds may also be used to assist in making necessary home repairs such as roofing, flooring, plumbing or siding. Upon project completion, properties must meet Housing Quality Standards set by HUD at a minimum and local building codes, as applicable; and

WHEREAS, the Planning Department would manage and operate the Trust Fund Emergency Loan Program under the HOME program guideline as referenced in Chapter 24, Code of Federal Regulation, Part 92, “Home Investment Partnership Program” for the City of Moline and East Moline.

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

That a grant application be prepared and submitted to IHDA for a HOME grant in the amount of \$620,000.00 (two-year grant) for a Trust Fund Emergency Loan Program in the City of Moline, and that staff do all things necessary to prepare and submit said grant application on behalf of the City of Moline and City of East Moline.

Council Bill/Resolution No. 1107-2013

Sponsor _____

Page 2 of 2

CITY OF MOLINE, ILLINOIS

Mayor

July 23, 2013

Date

Passed: July 23, 2013

Approved: August 6, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: 1108-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed Ericsson School Celebrate Education Parade scheduled for Friday, September 6, 2013.

WHEREAS, the Ericsson School is sponsoring a parade to be held in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require temporary closure of 4th Avenue (IL Route 92) between 3rd Street and 12th 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 4th Avenue (IL Route 92) between 3rd Street and 12th Street be requested; and

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 9:00 a.m. until 10:00 a.m. on Friday, September 6, 2013.

BE IT FURTHER RESOLVED that this closure is for the public purpose of the "Ericsson School Celebrate Education Parade."

BE IT FURTHER RESOLVED that traffic from that closed portion of the 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: North on 12th Street to River Drive, west on River Drive to 1st Street, south on 1st Street to 4th Avenue (Route 92).

BE IT FURTHER RESOLVED that the City assumes full responsibility for the direction, protection and regulation of the traffic during the time 4th Avenue (IL Route 92) between 3rd Street and 12th 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.

Council Bill/Resolution No.: 1108-2013

Sponsor: _____

Page 2 of 2

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 agents 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

July 23, 2013
Date

Passed: July 23, 2013

Approved: August 6, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: 1109-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed QCA Heritage Tractor Parade and Show, scheduled for Saturday, September 7, 2013.

WHEREAS, John Deere Pavilion is sponsoring a Tractor Parade and Show in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require the temporary closure of 4th Avenue (IL Route 92) from 12th Street to 19th Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes 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 4th Avenue (IL Route 92) between 12th Street and 19th Street be requested of the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 9:30 a.m. and 11:30 a.m. on September 7, 2013.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a Heritage Tractor Parade downtown Moline, IL.

BE IT FURTHER RESOLVED that sections of 4th Avenue (IL Route 92) between 12th Street and 19th Street be intermittently interrupted.

BE IT FURTHER RESOLVED that the City assumes full responsibility for the direction, protection and regulation of the traffic during the time 4th Avenue (IL Route 92) 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 by 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 a comprehensive general liability 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 agents 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

July 23, 2013
Date

Passed: July 23, 2013

Approved: August 6, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1110-2013
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a \$30,000.00 Revolving Loan Fund Agreement with Barley & Rye, Inc. in order to assist financing a new restaurant.

WHEREAS, the City of Moline approved Resolution No. 41-95 on February 28, 1995 creating its own revolving loan program; and

WHEREAS, Barley & Rye, Inc., which shall be located at 1320 Fifth Avenue, submitted a revolving loan application to the City; and

WHEREAS, the City promotes the creation and expansion of businesses that create jobs for low to moderate income individuals.

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 \$30,000.00 Revolving Loan Fund Agreement with Barley & Rye, Inc. in order to assist financing a new restaurant provided said agreement is substantially similar in form and content to that attached hereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: July 23, 2013

Approved: August 6, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

REVOLVING LOAN FUND AGREEMENT

CITY OF MOLINE

And

BARLEY & RYE, INC.

Article 1.0 IDENTIFICATION OF PARTIES

This Agreement entered into as of this ____ day of _____, 2013 between the City of Moline (hereinafter referred to as the City) and **Barley & Rye, Inc.** (hereinafter referred to as the Business or Borrower).

Article 2.0 STATEMENT OF PURPOSE

WITNESSETH THAT:

WHEREAS, the City promotes the creation and expansion of businesses that create jobs for low to moderate income individuals; and

WHEREAS, the Business is interested in participating in the City's Program so as to be able to secure loan financing for the development or expansion of their business enterprise in order to create/retain jobs.

NOW THEREFORE, the City and the Business hereby mutually agree as follows:

Article 3.0 TERMS OF THE LOAN

- 3.1 Maximum Amount of Loan. It is expressly understood and agreed that the maximum amount to be loaned to the Business by the City shall not exceed **Thirty Thousand and 00/100 Dollars (\$30,000.00)**. Such loan will be evidenced by separate Promissory Note and Personal Guarantee executed between the Business and the City, which are hereby made part of this Agreement by reference.
- 3.2 Loan Rate. The City and Business agree that all funds loaned to Recipient shall be at an interest rate of **4.0** percent per annum.
- 3.3 Loan Term. The City and Business agree that the term of the loan shall be **five (5)** years.
- 3.4 Repayment of Loan. The Business will make monthly principal and interest payments for the term of the loan according to the amortization schedule incorporated in this Agreement by reference.
- 3.5 Prepayment of Loan. The outstanding principal of the loan may be prepaid by the Business at any time without penalty.

Article 4.0 STATEMENT OF WORK AND SERVICES

The Business shall perform in a satisfactory and proper manner, as determined by the City, the work activities and services as written and described in the approved loan application.

Article 5.0 JOBS PROVIDED

- 5.1 Jobs Provided. The Business represents that it will take all actions necessary and required to secure the accomplishment of the following benefits to the community:

5.1(a) That the Business will create or retain 4 jobs (full-time equivalent) in the City of Moline, in a thirty--six (36) month period.

5.2 Job Placement. The Business, as consideration for the loan, agrees to continue and/or increase job placements for low and moderate-income persons, women and minority races, unemployed and underemployed persons. The Business further agrees to make available fifty-one percent (51%) of the new jobs to low and moderate income persons, and for jobs requiring special skill, the Business will provide training itself, utilizing job training programs through JTPA, or other programs. Low and moderate-income persons shall mean those persons at or below the United States Housing and Urban Development standard as to maximum allowable gross income level, as published by HUD from time to time. Currently those levels are as follows:

Number of Persons in Family or Household

<u>Size</u>	<u>Income</u>
1	\$ 35,350
2	40,400
3	45,450
4	50,500
5	54,550
6	58,600
7	62,650
8	66,700

5.3 Failure to Create and/or Retain Jobs. Businesses not meeting the minimum jobs created or retained as stated in the loan application should notify the City in writing regarding reasons for not doing so. Action for non-compliance may result in: 1) escalation of the loan interest rate or; 2) extension of timeframe to create/retain jobs. Each loan will be considered on an individual basis.

Article 6.0 MINORITY DEFINED

For the purpose of this Agreement, a Minority is defined as persons meeting the following descriptions:

- 6.1 Black. All persons having origins in any of the Black African racial groups not of Hispanic origin.
- 6.2 Hispanic. All persons of Mexican, Puerto Rican, Central or South American or other Spanish culture origin, regardless of race.
- 6.3 Asian or Pacific Islander. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or Pacific Islands.
- 6.4 American Indian or Alaskan Native. All persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership, participation, or community identification.
- 6.5 Women. Although women are not a minority group per se, due to past discrimination, they are a "Protected Class," and are covered by this Agreement.

Article 7.0 REPORTS AND PRODUCTS

7.1 Employment Reports. The Business agrees to keep a written record of all maintained or increased job placements during the course of the contractual agreement with the City. This record shall be available to the City each day of the Agreement during regular business hours. The Business shall submit a record (in a form provided to the Business by the City at the closing of this Agreement) to the City of the maintained or increased job opportunities on a quarterly basis, such record shall be submitted three months from the date of this Agreement and each quarter thereafter. Such record shall state:

- (a) Job title;
- (b) Name of the persons occupying position;
- (c) Household size;
- (d) Household income;
- (e) Person's previous job title;
- (f) Person's sex;
- (g) Person's race; and
- (h) If female employee is head of household.

7.2 Accounting Records. The Business shall submit to the City an accounting of any and all purchases of equipment, fixtures, and other improvements made with the proceeds of City funds.

7.3 Failure to Provide. Failure to provide information set forth above shall be cause, at the City's option, for the loan to become payable in full after ten (10) days written notice from the City.

7.4 City Approval of Records. The City shall approve or disapprove the records as stated in this Article 7.0 on a quarterly basis. Continued approval by the City during the term of the loan shall be necessary in order for the Business to participate in the program.

Article 8.0 COMPLIANCE

The owner agrees to comply with all requirements of Title VI and Title VII of the U.S. Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and Executive Order 11063. The owner further agrees not to discriminate in the sale, lease, rental, use or occupancy of the property upon the basis of race, color, sex, age, or national origin.

Article 9.0 COMPLIANCE WITH APPLICABLE LAWS

The Business assumes the responsibility to observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of this Agreement.

Article 10.0 CONSTRUCTION SUPERVISION AND INSPECTION

If this loan is used for construction projects, the Business will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as the City may require.

Article 11.0 AUDITING

The Business shall permit the authorized representative of the U.S. Department of Housing and Urban Development to inspect and/or audit the records of the Business relating to its performance under the Agreement.

Article 12.0 TERMINATION

If the Business shall fail to fulfill its obligations under this Agreement, or if the Business shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Business of such termination and specifying the effective date thereof. Such notice shall be given at least ten (10) days before the effective date of such termination. Additionally, the City shall demand payment in full of the promissory note and personal guarantee incorporated in this Agreement by reference.

Article 13.0 DELINQUENCIES

- 13.1 All loan payments are due the first day of each month.
- 13.2 After a delinquency of thirty (30) days, the City of Moline Finance Department shall call the borrower to notify.
- 13.3 After sixty (60) days, the City of Moline Finance Department will notify the borrower in writing and will

forward a copy to the Economic Development Manager.

- 13.4 Upon receipt of the copy of the written notice, the Economic Development Manager will contact the business, determine the degree of the problem, take necessary steps for payment compliance. If no resolution is made, a Committee-of-the-Whole meeting shall be called with staff recommendation(s) for action.

Article 14.0 RESTRUCTURING

The purpose of the Revolving Loan Fund Program is to encourage the development or expansion of viable businesses on terms and conditions which would permit completion and/or the successful operation or accomplishment of the project. The City reserves the right to call the loan if these requirements are not met.

It shall be the policy of the City to have the option to call loans if the business moves from the city or is involved in illegal activities. Following approval to call, the Business shall be informed in writing thirty (30) days prior to recall by the appropriate city staff.

Article 15.0 DEFAULT

In the event the Business defaults under the terms of this Agreement, the City shall have the right to declare the loan to be due and payable immediately to the City. The City shall notify the Business in writing by certified mail of any breach in terms of Agreement. The City may give the Business ten (10) days or such other time as is reasonable in order to correct the default.

Article 16.0 ASSIGNMENT

The Business shall not assign any interest in this Agreement and shall not transfer any interest by assignment or novation without the prior written consent of the City.

Article 17.0 MODIFICATIONS

There shall be no modifications of this Agreement unless they are in writing, in valid legal form, and are signed by both parties.

Article 18.0 INDEMNIFICATION

The Business agrees to indemnify, keep and save harmless the City, and their agents, officials and employees against all suits, claims, damage, costs and losses, whether caused or contributed to by the negligence of the City, including attorney fees, that may be based on any injury or damage to persons or property that in any way arise out of this Agreement and pertain to the affirmative or negligent acts, errors or omissions of the Business.

Article 19.0 SEVERABILITY

If any section or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the agreement as a whole or any section, provisions, or part thereof not adjudged invalid or unconstitutional.

Article 20.0 NOTICE TO PARTIES

Notice to a party hereto shall be addressed to such party at such address set forth below or at such other address it shall from time to time designate by notice in writing:

- 20.1 **CITY OF MOLINE** referenced in this Agreement as the City:

Economic Development Manager
City of Moline
619 - 16th Street
Moline, Illinois 61265

- 20.2 **BARLEY & RYE, INC.** referenced in this Agreement as the Business or Borrower:

Barley & Rye, Inc.
703 E 7th Street
Coal Valley, Illinois 61240

Article 21.0 TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2013 to September 1, 2018 or until all principal and interest has been paid under terms of the Note.

This Agreement shall take effect immediately upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the _____ day of _____, **2013**.

BARLEY & RYE, INC.

CITY OF MOLINE, ILLINOIS

By: _____
Jared L. Linn, President

By: _____
Scott Raes, Mayor

By: _____
Randy L. Linn, Secretary & Treasurer

ATTEST:
By: _____
Tracy Koranda, City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Burke
Economic Development Manager

Maureen Riggs, City Attorney

Date: _____

PROMISSORY NOTE

_____, 2013

Borrower's Name and Address:

Barley & Rye, INC
703 E. 7th Street
Coal Valley IL 61240

Lender's Name and Address:

City of Moline
619 16 Street
Moline IL 61265

The undersigned, Borrower, promises to pay to Lender, City of Moline, Illinois, an Illinois municipal corporation, at Lender's address listed above the **PRINCIPAL** sum of **Thirty Thousand and 00/100 Dollars (\$30,000.00)** if the borrower does not complete the renovations and does not operate its business or if the Borrower fails to satisfy the conditions of the loan as set forth in the Loan Agreement.

SINGLE ADVANCE: Borrower has received all of this principal sum. No additional advances are contemplated under this note.

INTEREST: If Borrower fails to operate its business from the date of the loan agreement and/or if Borrower fails to satisfy the conditions of the Loan Agreement, Borrower agrees to pay interest (calculated on the basis of twelve 30-day months) on the principal balance owing from time to time as stated below. Interest shall begin to accrue on the date the loan agreement is signed.

FIXED RATE: Borrower agrees to pay interest at the fixed, simple rate of **4.0%** per year.

ADDITIONAL CHARGES: In addition to interest, Borrower ____ has paid X agrees to pay the following additional charges: **Filing Fees**

PURPOSE: The purpose of this loan is:

To assist a business expansion and to create jobs for low to moderate individuals

SECURITY: This note is secured in part by:

- **Real Estate as listed in the Real Estate Mortgage**
- **Personal Guarantee by Borrower**

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE. I have received a copy on today's date.

Barley & Rye, INC.

By: _____
Jared L. Linn, President

By: _____
Randy L. Linn, Secretary & Treasurer

Personally guaranteed by Jared L. Linn and Randy L. Linn:

X _____

X _____

Date: _____

PERSONAL GUARANTY

Revolving Loan Fund Program
Barley & Rye, Inc.

_____, 2013
City of Moline

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Moline, an Illinois municipal corporation (hereinafter referred to as the "City"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of

Barley & Rye, Inc.

(hereinafter referred to as "Borrower") or to engage in any other transactions with Borrower, the undersigned hereby absolutely and unconditionally guarantee(s) to the City the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described and evidenced by a Promissory Note dated the same date as this guaranty, and hereafter referred to as the Indebtedness provided however that this guarantee shall not exceed the sum of **Thirty Thousand and 00/100 Dollars(\$30,000.00)** or the outstanding indebtedness whichever is the lesser.

The undersigned further acknowledge(s) and agree(s) with City that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked prospectively as to future transactions, by written notice actually received by the City, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the City, or as to any renewals, extensions and refinancings thereof. If there be more than one undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by the City and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth. Parties understand and agree this guarantee shall be a joint and several guarantees and that both and each of the undersigned are fully liable hereunder for the full amount of the guarantee.

3. If the undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) then the City shall have the right to declare immediately due and payable, and the undersigned will forthwith pay to the City, the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the undersigned hereunder shall be for all Indebtedness, without any limitation as to amount, plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The City may apply any sums received by or available to the City on account of the Indebtedness from Borrower or any other person (except the undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder. If the liability of the undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the undersigned under this guaranty shall be effective to

reduce or discharge such liability only if accompanied by a written transmittal document, received by the City, advising the City that such payment is made under this guaranty for such purpose.

5. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the undersigned against any person liable to payment of the Indebtedness, or as to any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.

6. The undersigned will pay or reimburse the City for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the City in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

7. Whether or not any existing relationship between the undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the City may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the City is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of settlement with or agreement not to sue Borrower or any other guarantor or other person liable in respect of any indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness;

8. The undersigned waive(s) any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the City any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the City to Borrower or any such other person, whether or not on account of a related transaction. The undersigned expressly agree(s) that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or enforcement of security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

9. The undersigned waive(s) presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The City shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

10. If any payment applied by the City to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

11. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the City as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

12. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the undersigned. This guaranty shall be effective upon delivery to the City, without further act, condition or acceptance by the City, shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned and shall inure to the benefit of the City and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the City. This guaranty shall be governed by the laws of the State of Illinois. The undersigned waive(s) notice of the City's acceptance hereof.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

By: _____
Christine A. Linn, Individually

Date: _____

PERSONAL GUARANTY

Revolving Loan Fund Program
Barley & Rye, Inc.

_____, 2013
City of Moline

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Moline, an Illinois municipal corporation (hereinafter referred to as the "City"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of

Barley & Rye, Inc.

(hereinafter referred to as "Borrower") or to engage in any other transactions with Borrower, the undersigned hereby absolutely and unconditionally guarantee(s) to the City the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described and evidenced by a Promissory Note dated the same date as this guaranty, and hereafter referred to as the Indebtedness provided however that this guarantee shall not exceed the sum of **Thirty Thousand and 00/100 Dollars(\$30,000.00)** or the outstanding indebtedness whichever is the lesser.

The undersigned further acknowledge(s) and agree(s) with City that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked prospectively as to future transactions, by written notice actually received by the City, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the City, or as to any renewals, extensions and refinancings thereof. If there be more than one undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by the City and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth. Parties understand and agree this guarantee shall be a joint and several guarantees and that both and each of the undersigned are fully liable hereunder for the full amount of the guarantee.

3. If the undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) then the City shall have the right to declare immediately due and payable, and the undersigned will forthwith pay to the City, the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the undersigned hereunder shall be for all Indebtedness, without any limitation as to amount, plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The City may apply any sums received by or available to the City on account of the Indebtedness from Borrower or any other person (except the undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder. If the liability of the undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the undersigned under this guaranty shall be effective to

reduce or discharge such liability only if accompanied by a written transmittal document, received by the City, advising the City that such payment is made under this guaranty for such purpose.

5. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the undersigned against any person liable to payment of the Indebtedness, or as to any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.

6. The undersigned will pay or reimburse the City for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the City in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

7. Whether or not any existing relationship between the undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the City may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the City is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of settlement with or agreement not to sue Borrower or any other guarantor or other person liable in respect of any indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness;

8. The undersigned waive(s) any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the City any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the City to Borrower or any such other person, whether or not on account of a related transaction. The undersigned expressly agree(s) that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or enforcement of security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

9. The undersigned waive(s) presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The City shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

10. If any payment applied by the City to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

11. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the City as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

12. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the undersigned. This guaranty shall be effective upon delivery to the City, without further act, condition or acceptance by the City, shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned and shall inure to the benefit of the City and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the City. This guaranty shall be governed by the laws of the State of Illinois. The undersigned waive(s) notice of the City's acceptance hereof.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

By: _____
Jared L. Linn, Individually

Date: _____

PERSONAL GUARANTY

Revolving Loan Fund Program
Barley & Rye, Inc.

_____, 2013
City of Moline

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Moline, an Illinois municipal corporation (hereinafter referred to as the "City"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of

Barley & Rye, Inc.

(hereinafter referred to as "Borrower") or to engage in any other transactions with Borrower, the undersigned hereby absolutely and unconditionally guarantee(s) to the City the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described and evidenced by a Promissory Note dated the same date as this guaranty, and hereafter referred to as the Indebtedness provided however that this guarantee shall not exceed the sum of **Thirty Thousand and 00/100 Dollars(\$30,000.00)** or the outstanding indebtedness whichever is the lesser.

The undersigned further acknowledge(s) and agree(s) with City that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked prospectively as to future transactions, by written notice actually received by the City, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the City, or as to any renewals, extensions and refinancings thereof. If there be more than one undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by the City and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth. Parties understand and agree this guarantee shall be a joint and several guarantees and that both and each of the undersigned are fully liable hereunder for the full amount of the guarantee.

3. If the undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) then the City shall have the right to declare immediately due and payable, and the undersigned will forthwith pay to the City, the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the undersigned hereunder shall be for all Indebtedness, without any limitation as to amount, plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The City may apply any sums received by or available to the City on account of the Indebtedness from Borrower or any other person (except the undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder. If the liability of the undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the undersigned under this guaranty shall be effective to

reduce or discharge such liability only if accompanied by a written transmittal document, received by the City, advising the City that such payment is made under this guaranty for such purpose.

5. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the undersigned against any person liable to payment of the Indebtedness, or as to any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.

6. The undersigned will pay or reimburse the City for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the City in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

7. Whether or not any existing relationship between the undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the City may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the City is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of settlement with or agreement not to sue Borrower or any other guarantor or other person liable in respect of any indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness;

8. The undersigned waive(s) any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the City any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the City to Borrower or any such other person, whether or not on account of a related transaction. The undersigned expressly agree(s) that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or enforcement of security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

9. The undersigned waive(s) presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The City shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

10. If any payment applied by the City to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

11. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the City as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

12. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the undersigned. This guaranty shall be effective upon delivery to the City, without further act, condition or acceptance by the City, shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned and shall inure to the benefit of the City and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the City. This guaranty shall be governed by the laws of the State of Illinois. The undersigned waive(s) notice of the City's acceptance hereof.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

By: _____
Randy L. Linn, Individually

Date: _____

Council Bill/General Ordinance No. 3021-2013

Sponsor: _____

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, June 18, 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 18th day of June 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 1st Avenue; thence easterly in 1st Avenue to 1st Street; thence southerly in 1st Street to 5th Avenue; thence easterly in 5th Avenue to 4th Street, thence southerly in 4th Street to 15th Avenue, thence easterly in 15th Avenue to 7th Street; thence northerly in 7th Street to 11th Avenue; thence easterly in 11th Avenue to 8th Street; thence northerly in 8th Street to 5th Avenue; 5th Avenue Place, and 6th Avenue to 12th Street; thence southerly in 12th Street to 7th Avenue; thence easterly in 7th Avenue to 26th Street; thence northerly in 26th Street to 6th Avenue; thence easterly in 6th Avenue, 5th Avenue Place, and 5th Avenue to 55th Street; thence northerly in 55th Street to its intersection with 4th Avenue (17th 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 17th Avenue; thence easterly along 17th Avenue to 3rd Street; thence southerly in 3rd Street to 18th Avenue; thence easterly in 18th Avenue and 18th Avenue extended to 19th Street; thence northerly in 19th 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. 158th Street; thence northerly in N. 158th 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 4th 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 4th 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 13th Street East Moline and 17th Avenue heading in a Southeasterly direction to a point where 13th Street turns in a Southerly direction and following 13th 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 13th Street E M consist of three feet (3) down the centerline of the public street.

Commencing at the intersection of 192nd 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 192nd 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 4th 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 4th PM. For the purposes of this description, the path described along 192nd 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 7th Avenue and intersection of FAI-74 and 7th 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, 4th 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, 4th 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 68th Street; heading northerly in 68th 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 4th 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 4th 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 4th 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 4th PM; Additionally commencing again at the intersection of 68th 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 4th 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 4th PM and Section 19, T.17 N, R-1-W of the 4th 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 68th 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 4th 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 27th Street intersects, heading Northerly to 36th Avenue and turning Westerly onto the Easterly side of Parcel 8046, Midvale 1st Addition located in the S ½ of Sec. 9, T.17 N., R.I.W 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 16th 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 27th 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 5th Addition," thence South 89° 28' 50" West along said South line for 211.16 feet to the East line of 16th 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 16th Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16th 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 16th Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16th 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 16th 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 27th 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 5th Addition," thence South 89° 28' 50" West along said South line for 211.16 feet to the East line of 16th 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 16th Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16th 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 16th Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16th 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 23rd 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 22nd 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 (42nd 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 42nd 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 42nd 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 42nd 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 4th Principal Meridian, part of the Northwest Quarter of Section 6, Township 17 North, Range 1 East of the 4th Principal Meridian, part of the Southeast Quarter of Section 36, Township 18 North, Range 1 West of the 4th Principal Meridian and part of the Northeast Quarter of Section 1, Township 17 North, Range 1 West of the 4th Principal Meridian, described as follows:

Beginning at the point of intersection of a line 1.5 feet east of and parallel with 13th Street and a point 1.5 feet north of the centerline of 30th 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 30th Avenue; thence West, 1653.3 parallel with and 1.5 feet distant southerly from the centerline of 30th Avenue to a point 1.5 feet west of the centerline of 13th 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 4th 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 1st 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 17th Street; thence southerly along the west right-of-way of 17th 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 11th 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 17th 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 17th 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 17th Street to the east right-of-way of 17th 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 17th 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 17th Street to the intersection of the west right-of-way of 17th 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 4th 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 4th 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 163rd 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 4th 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 11th 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 13th 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 4th Principal Meridian, part of the Northwest Quarter of Section 6, Township 17 North, Range 1, East of the 4th 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 4th 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 19th 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 19th Street; thence northerly 231.5 feet, more or less, parallel with and 1.5 feet distant westerly of the centerline of 19th 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 4th 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 38th 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 42nd 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 40th 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 38th 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 42nd Avenue; thence South 89 degrees 40 minutes 31 seconds East, 25.50 feet to a point 1.5 feet westerly from the centerline of 38th 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 7th 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 10TH 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 - 16TH 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 4th 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 69th 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 4th 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 4th 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 1st 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 11th 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 4th Street;

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

Thence West, along said South line, a distance of 795 feet more or less, to the West Right-of-Way line of 3rd 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 1st 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 12th 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 3rd 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 4th 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 10th 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 4th 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 1st 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 4th 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 $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 18 North, Range 2 East, of the 4th 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 $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 18 North, Range 2 East, of the 4th P.M.; thence continuing East a distance 420 feet on the South line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ 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°52'080" 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 4th 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 4th 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.

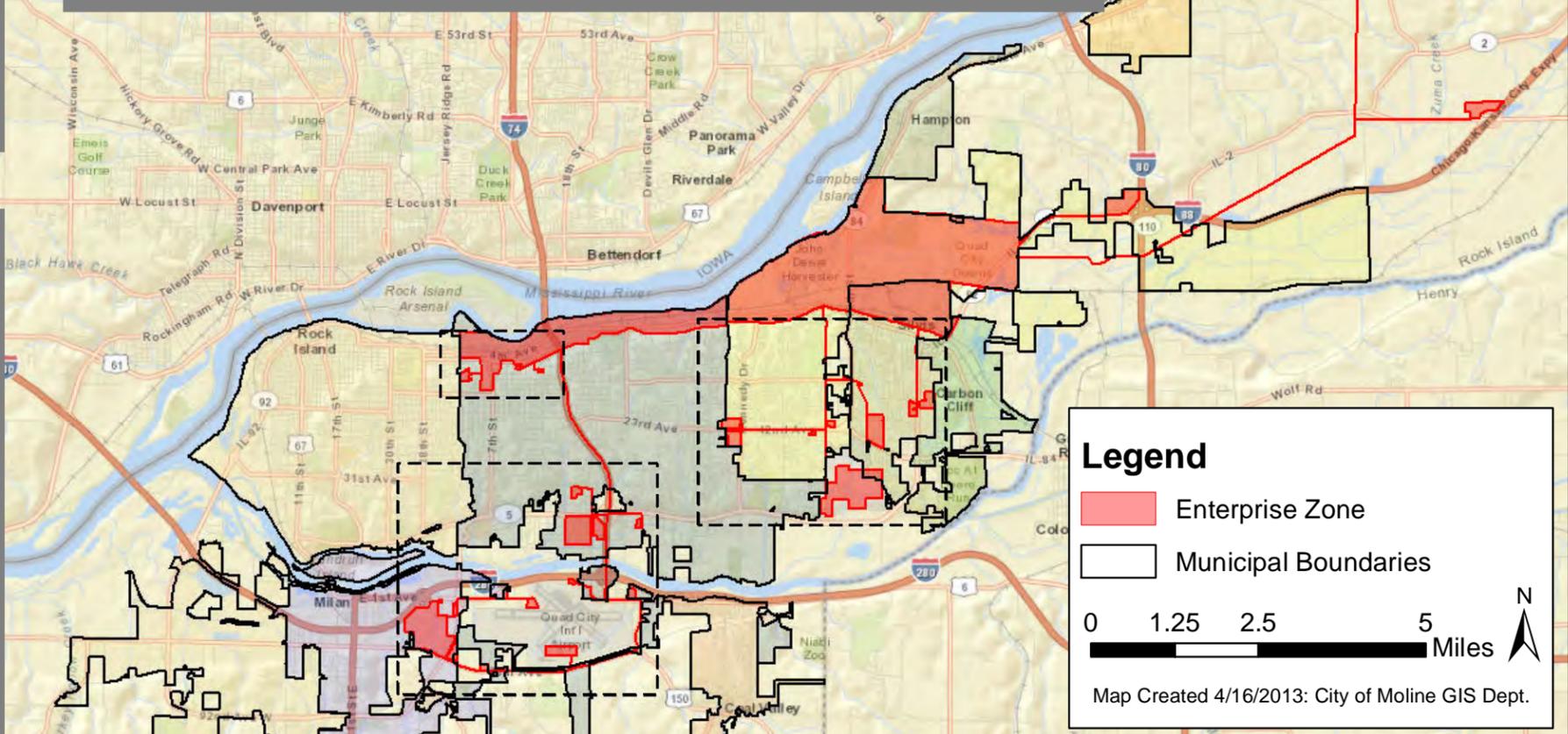
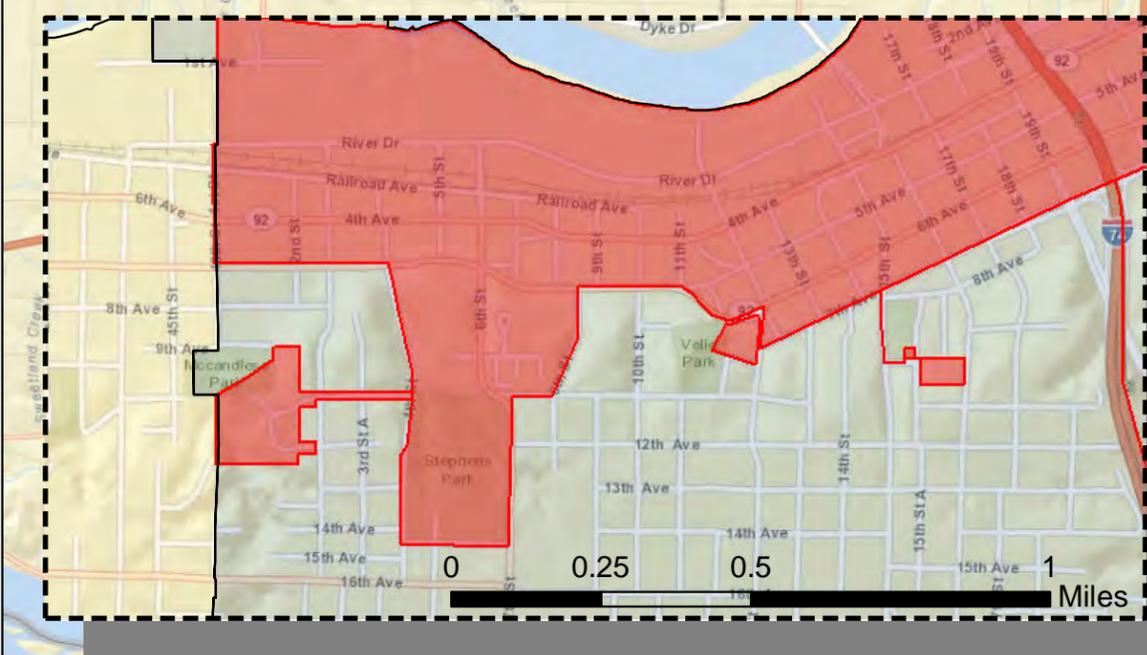
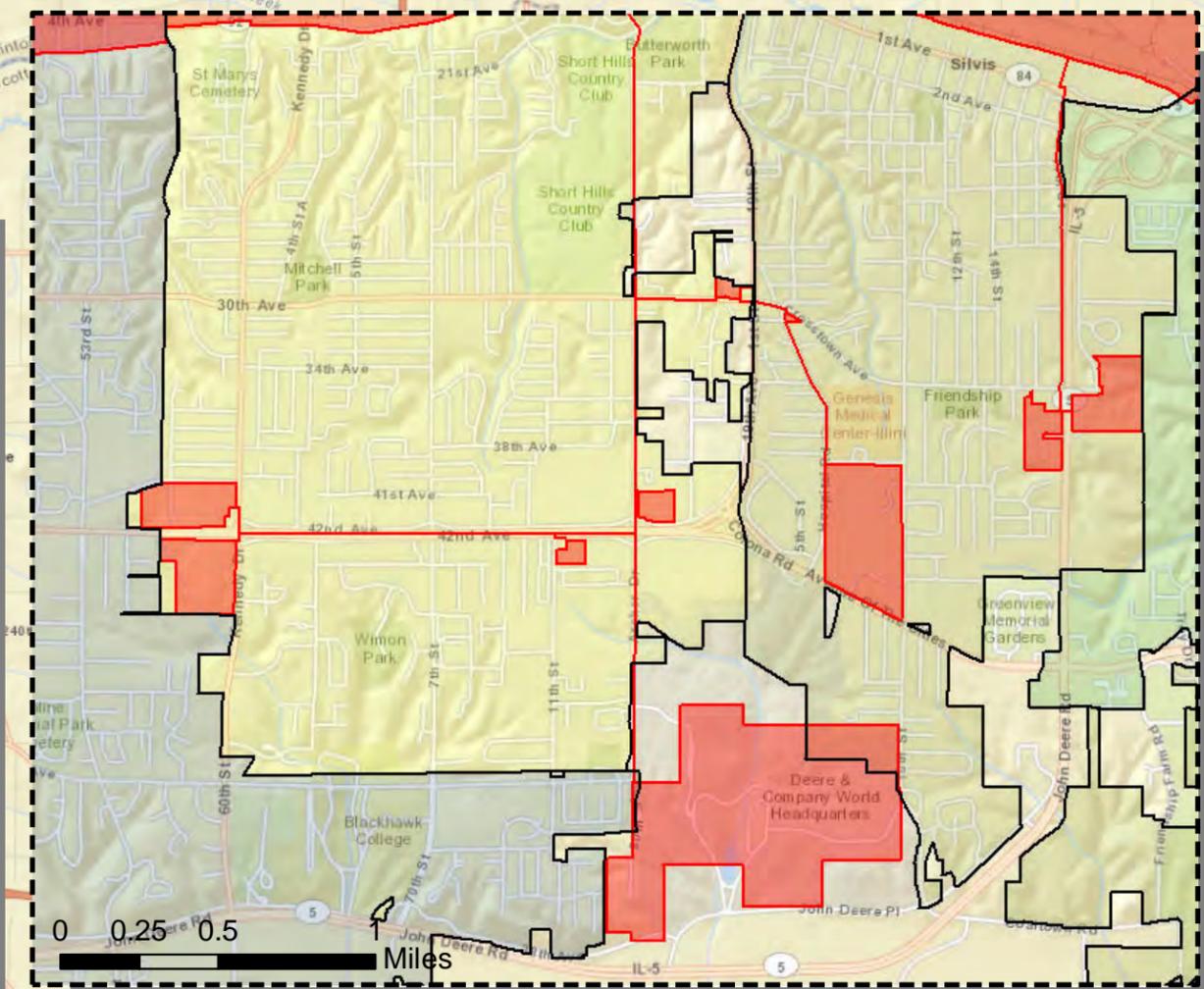
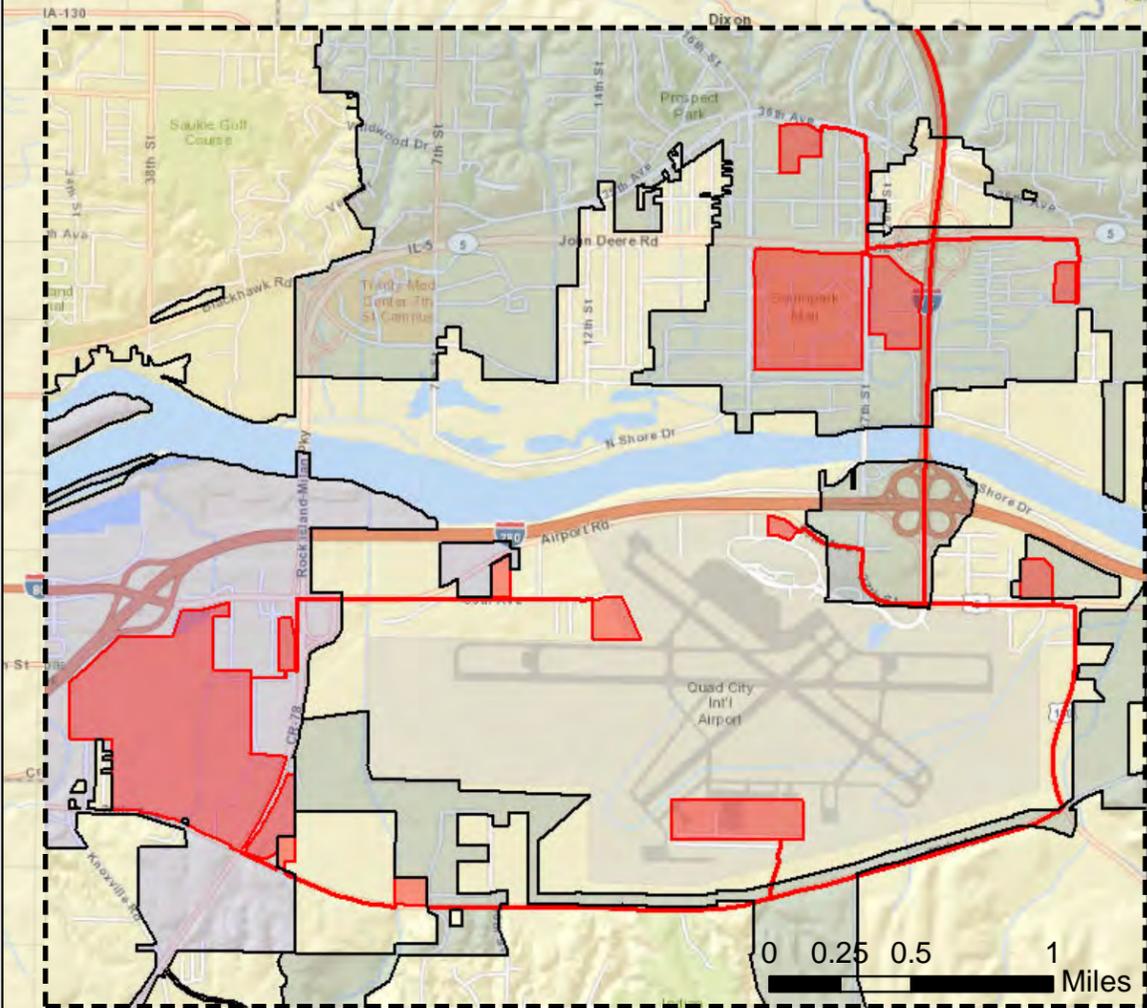
Part of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Seventeen (17) North, Range One (1) West of the 4th Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Seventeen (17) 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 4th 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 69th 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



Council Bill/Special Ordinance No.: 4026-2013
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 5th Avenue Cruise In scheduled for Saturday, August 3, 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, August 3, 2013, from 8:00 a.m. to 6:00 p.m.

All lanes of 23rd Street from the southernmost side of 4th Avenue to the northernmost side of 5th Avenue and 5th Avenue from the westernmost side of 23rd Street to the westernmost side of 24th 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

City of Moline

June 2013
Financial Report

**CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 06/30/13**

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$42,310,740	\$19,077,685	\$23,233,055
Expenditures	\$42,310,740	\$18,187,296	\$24,123,444
Difference	\$0	\$890,389	
GENERAL TRUST FUND			
Revenues	\$414,600	\$353,642	\$60,958
Expenditures	\$414,600	\$724,169	(\$309,569)
Difference	\$0	(\$370,527)	
SFOOR GRANT			
Revenues	\$132,560	\$25,650	\$106,910
Expenditures	\$132,560	\$86,076	\$46,484
Difference	\$0	(\$60,426)	
TOURISM FUND			
Revenues	\$1,094,100	\$507,906	\$586,194
Expenditures	\$1,094,100	\$233,495	\$860,605
Difference	\$0	\$274,411	
NSP2 GRANT			
Revenues	\$1,085,750	\$91,396	\$994,354
Expenditures	\$1,085,750	\$59,667	\$1,026,083
Difference	\$0	\$31,729	
LIBRARY FUND			
Revenues	\$3,001,045	\$1,051,503	\$1,949,542
Expenditures	\$3,001,045	\$1,280,986	\$1,720,059
Difference	\$0	(\$229,483)	
PARK FUND			
Revenues	\$3,997,015	\$1,480,445	\$2,516,570
Expenditures	\$3,997,015	\$1,141,052	\$2,855,963
Difference	\$0	\$339,393	
MOTOR FUEL TAX FUND			
Revenues	\$2,550,000	\$524,880	\$2,025,120
Expenditures	\$2,550,000	\$213,932	\$2,336,068
Difference	\$0	\$310,948	
COMMUNITY DEVELOPMENT			
Revenues	\$665,265	\$115,834	\$549,431
Expenditures	\$665,265	\$175,421	\$489,844
Difference	\$0	(\$59,587)	
REVOLVING LOAN FUND			
Revenues	\$238,860	\$0	\$238,860
Expenditures	\$238,860	\$0	\$238,860
Difference	\$0	\$0	

	BUDGET	YTD ACTUAL	VARIANCE
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,570,895	\$1,114,895	\$2,456,000
Expenditures	\$3,570,865	\$459,755	\$3,111,110
Difference	\$30	\$655,140	
TAX INCREMENTAL FINANCING #2			
Revenues	\$193,350	\$70,285	\$123,065
Expenditures	\$193,350	\$53,579	\$139,771
Difference	\$0	\$16,706	
TAX INCREMENTAL FINANCING #3			
Revenues	\$54,450	\$14,525	\$39,925
Expenditures	\$54,450	\$9,611	\$44,839
Difference	\$0	\$4,914	
TAX INCREMENTAL FINANCING #4			
Revenues	\$193,425	\$62,839	\$130,586
Expenditures	\$193,425	\$180,480	\$12,945
Difference	\$0	(\$117,642)	
HOMEBUYER GRANT			
Revenues	\$237,170	\$37,434	\$199,737
Expenditures	\$237,170	\$69,070	\$168,100
Difference	\$0	(\$31,636)	
TIF #5 KONE CENTRE			
Revenues	\$32,365	\$390,968	(\$358,603)
Expenditures	\$32,365	\$0	\$32,365
Difference	\$0	\$390,968	
TIF #6 MOLINE PL PHASE II			
Revenues	\$53,500	\$0	\$53,500
Expenditures	\$53,500	\$495	\$53,005
Difference	\$0	(\$495)	
TIF #7 BUSINESS PARK			
Revenues	\$5,728,635	\$5,726	\$5,722,909
Expenditures	\$5,728,635	\$109,722	\$5,618,913
Difference	\$0	(\$103,996)	
TIF #8 SOUTHPARK MALL			
Revenues	\$0	\$0	(\$0)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #9 Route 150			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #10 Health Park			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	

	BUDGET	YTD ACTUAL	VARIANCE
SPECIAL SERVICE AREA #5			
Revenues	\$110,400	\$28,228	\$82,172
Expenditures	\$110,400	\$41,796	\$68,604
Difference	\$0	(\$13,568)	
SPECIAL SERVICE AREA #6			
Revenues	\$225,000	\$81,782	\$143,218
Expenditures	\$225,000	\$46,706	\$178,294
Difference	\$0	\$35,076	
WATER FUND			
Revenues	\$10,300,945	\$4,119,280	\$6,181,665
Expenditures	\$10,300,945	\$3,905,885	\$6,395,060
Difference	\$0	\$213,395	
WPC FUND			
Revenues	\$9,347,690	\$3,713,575	\$5,634,115
Expenditures	\$9,347,690	\$2,693,662	\$6,654,028
Difference	\$0	\$1,019,913	
STORMWATER UTILITY			
Revenues	\$983,140	\$499,016	\$484,124
Expenditures	\$983,140	\$370,610	\$612,531
Difference	\$0	\$128,407	
FIRE PENSION			
Revenues	\$4,329,925	\$490,950	\$8,811
Expenditures	\$4,329,925	\$1,466,081	\$2,863,844
Difference	\$0	(\$975,131)	
REHER ART GALLERY			
Revenues	\$33,795	\$13,766	\$20,029
Expenditures	\$33,795	\$4,100	\$29,695
Difference	\$0	\$9,666	
PERPETUAL CARE FUND			
Revenues	\$14,075	\$4,942	\$83,516
Expenditures	\$14,075	\$0	\$14,075
Difference	\$0	\$4,942	
PARK/CEMETERY GIFTS			
Revenues	\$26,500	\$7,476	\$19,024
Expenditures	\$26,500	\$0	\$26,500
Difference	\$0	\$7,476	
FOREIGN FIRE INS TAX			
Revenues	\$31,700	\$0	\$31,700
Expenditures	\$31,700	\$19,028	\$12,672
Difference	\$0	(\$19,028)	
POLICE PENSION			
Revenues	\$4,209,465	\$579,279	\$3,630,186
Expenditures	\$4,209,465	\$1,544,035	\$2,665,430
Difference	\$0	(\$964,756)	

	BUDGET	YTD ACTUAL	VARIANCE
LIBRARY TRUST			
Revenues	\$107,200	\$42,463	\$64,737
Expenditures	\$107,200	\$70,218	\$36,982
Difference	\$0	(\$27,754)	
HEALTH BENEFIT FUND			
Revenues	\$7,564,505	\$2,939,673	\$4,624,832
Expenditures	\$7,564,505	\$3,147,462	\$4,417,043
Difference	\$0	(\$207,789)	
OPEB RETIREMENT FUND			
Revenues	\$500,000	\$2,903	\$497,097
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$2,903	
INFORMATION TECHNOLOGY			
Revenues	\$1,141,470	\$494,853	\$646,617
Expenditures	\$1,141,470	\$487,415	\$654,055
Difference	\$0	\$7,438	
PUBLIC SAFETY EQUIPMENT			
Revenues	\$158,265	\$79,133	\$79,133
Expenditures	\$158,265	\$0	\$158,265
Difference	\$0	\$79,133	
LIABILITY FUND			
Revenues	\$3,439,830	\$1,610,417	\$1,829,413
Expenditures	\$3,439,830	\$986,463	\$2,453,367
Difference	\$0	\$623,954	
FLEET SERVICES			
Revenues	\$4,757,695	\$2,249,464	\$2,508,231
Expenditures	\$4,757,695	\$2,986,263	\$1,771,432
Difference	\$0	(\$736,799)	
SANITATION FUND			
Revenues	\$2,443,165	\$930,704	\$1,512,461
Expenditures	\$2,443,165	\$1,142,716	\$1,300,449
Difference	\$0	(\$212,012)	
DEBT. SERVICE FUND			
Revenues	\$7,441,475	\$1,707,293	\$5,734,182
Expenditures	\$7,441,475	\$1,734,032	\$5,707,443
Difference	\$0	(\$26,739)	
2007 ESCROW ACCOUNT			
Revenues	\$420,000	\$210,004	\$209,996
Expenditures	\$420,000	\$210,000	\$210,000
Difference	\$0	\$4	
CAPITAL IMPROVEMENT FUND			
Revenues	\$7,533,715	\$3,812,654	\$3,721,061
Expenditures	\$7,533,715	\$2,479,759	\$5,053,956
Difference	\$0	\$1,332,895	

	BUDGET	YTD ACTUAL	VARIANCE
VIDEO GAMING SPEC PROJ			
Revenues	\$135,000	\$772	\$134,228
Expenditures	\$135,000	\$0	\$135,000
Difference	\$0	\$0	
* TOTALS			
Revenues	\$130,808,650	\$47,762,306	\$83,046,344
Expenditures	\$130,808,650	\$46,336,645	\$84,472,005
Difference	\$0	\$1,425,661	

**City of Moline
Major Revenue Projection
Summary Sheet
as of June 30, 2013**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$0	\$14,684,000	\$14,684,000	\$0	\$14,658,100	0.18%	\$14,684,000	0.00%
State Sales Tax	\$4,862,079	\$9,657,000	\$9,711,640	(\$54,640)	\$9,587,951	1.29%	\$9,711,640	-0.56%
Water User Fees	\$3,626,356	\$7,669,705	\$7,669,705	\$0	\$6,781,013	13.11%	\$7,669,705	0.00%
Home Rule Sales Tax	\$4,126,540	\$8,093,000	\$8,347,000	(\$254,000)	\$8,132,962	2.63%	\$8,287,000	-2.34%
Sewer User Fees	\$3,248,623	\$7,012,970	\$7,012,970	\$0	\$6,236,979	12.44%	\$7,012,970	0.00%
Income Tax	\$2,388,981	\$3,930,000	\$3,580,000	\$350,000	\$3,539,479	1.14%	\$3,780,000	3.97%
Telecommunication Tax	\$862,154	\$1,865,000	\$1,865,000	\$0	\$1,910,837	-2.40%	\$1,845,000	1.08%
Replacement Tax	\$1,423,571	\$2,295,415	\$2,095,415	\$200,000	\$2,155,966	-2.81%	\$2,195,415	4.55%
Utility Taxes	\$1,649,832	\$3,286,850	\$3,286,850	\$0	\$2,790,928	0.00%	\$3,286,850	0.00%
Food/Liquor Tax	\$1,026,534	\$2,025,000	\$2,025,000	\$0	\$1,918,279	5.56%	\$2,025,000	0.00%
Total	\$23,214,670	\$60,518,940	\$60,277,580	\$241,360	\$57,712,494	4.44%	\$60,497,580	0.04%

NOTE: State of Illinois is two months behind in remitting Income Tax payments.
Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10
Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10
Utility Tax increased from 3% to 5% as of 1/1/12