

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, October 22, 2013

Mayor's Board Appointments

Mayor's appointment of Matt Sivertsen to the Special Service Area #6 Board to fill the expired term of Ron Sheehan to expire September 30, 2016.

Proclamation

A Proclamation from the Quad Cities Convention and Visitors Bureau to declare Saturday, November 2, 2013, as "American Discovery Trail Day."

Questions on the Agenda

Agenda Items

1. **Approval of CACUP 2014 Recommendations.** (K. J. Whitley, Community Development Program Manager)
2. **Water Main Lining Pilot Project.** (Greg Swanson, Utilities General Manager)
3. **Zoning Map amendment for 4200-4300 block of 26th Avenue.** (Shawn Christ, Land Development Manager)
4. **Request from the Illinois Department of Military Affairs for annexation.** (Shawn Christ, Land Development Manager)
5. **Zoning Map Amendment for 5212 78th Avenue.** (Shawn Christ, Land Development Manager)
6. **Request for Annexation at the Intersection of 50th Street and 87th Avenue.** (Shawn Christ, Land Development Manager)
7. **Recommendation to the City of Rock Island for a Street Name Change.** (Shawn Christ, Land Development Manager)
8. **Request for a Variance to the Sidewalk Installation at 3420 48th Avenue.** (Shawn Christ, Land Development Manager)
9. **Declaration of Vehicles as Surplus Property.** (Kim Hankins, Public Safety Director)
10. **A Contract for Vegetation and Nuisance Abatement Services.** (Amy Keys, Deputy City Attorney)
11. **Approval of Amendment for WIU Rivertech Streetscape** (Scott Hinton, City Engineer)
12. **Second Amendment to KONE Development Agreement** (Maureen Riggs, City Attorney)
13. **Approval of Term Sheet from Three Corners Development Inc.** (Lew Steinbrecher, City Administrator)
14. **Other**

Explanation

- 1. A Resolution approving the project and program recommendations of the Citizens Advisory Council on Urban Council (CACUP) as contained within the CDBG Annual Action Plan and authorizing the Mayor to submit and implement said projects, programs and plan for FY 2014.** (K. J. Whitley, Community Development Program Manager)

Explanation: The City of Moline receives an annual entitlement grant award of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). As part of the public participation process, CACUP reviews applications for said funds and makes a recommendation to the City Council on the projects and programs to be funded for each program year. These projects and programs are contained within the Annual Action Plan, which is used as the application to initiate the annual entitlement funding process with HUD and also serves as the document to guide implementation of the projects. Please see the attachments for FY 2014 project funding recommendations.

Staff Recommendation: Approval
Fiscal Impact: Funding level is expected to be \$580,000.00
Public Notice/Recording: N/A
Goals Impacted: Desirable Place to Live; Strong Local Economy

- 2. Water Main Lining Pilot Project.** (Greg Swanson, Utilities General Manager)

Explanation: City staff is requesting authorization to accept a proposal from 3M Company, in the amount of \$70,250.00, for specialized services required to complete an innovative water main lining pilot project. This project will involve cleaning and lining the existing 6-inch cast iron water mains at four locations, using the 3M Scotchkote Pipe Renewal Liner 2400 system. Once installed, 3M's unique patented liner system will eliminate the discolored water problems currently associated with the unlined cast iron water mains at these dead end locations. The project locations are: 11th Avenue B, west of 46th Street; 18th Street C, north of 28th Avenue; 44th Street, North of 18th Avenue and 45th Street, North of 19th Avenue.

City staff has conducted a good faith review of available sources and determined that 3M Company is the only vendor that can supply an AWWA Class IV structural water main lining system that is certified to the NSF/ANSI 61 standard and allows for same-day return to service of the water main being lined. The same-day return to service eliminates the need to construct a costly temporary water system to allow for water main lining to occur.

City staff has been working with 3M personnel to gain Illinois Environmental Protection Agency (IEPA) approval of this unique and innovative pilot project. During the project execution, 3M personnel will be responsible to clean, swab and inspect the existing water main prior to lining application and then conduct post lining inspection to ensure proper execution. City staff will complete all other project related activities, such as, customer notification, excavations, disinfection, bacteriological testing and pavement restoration.

City staff has negotiated a price of \$48.00 per foot for a two-pass 3.6 mm lining. This per foot cost is substantially less than the cost of open-cut water main replacement. Staff proposes to fund the pilot project using funds that remain in Water reserves after the 17th Avenue tank rehabilitation project was completed for an amount of \$108,309.28 under budget. Completion of this project and subsequent monitoring of these sites will allow staff to assess the viability of this water main rehabilitation technique. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Funds are available in Water Fund Reserves
Public Notice/Recording: N/A
Goals Impacted: Upgrade City Infrastructure and Facilities; A Great Place to Live

3. Zoning Map amendment for multiple properties located in the 4200-4300 block of 26th Avenue from R-2 (One-Family Residence District) to R-6 (Multifamily Residence District).
(Shawn Christ, Land Development Manager)

Explanation: The Plan Commission identified an error on the zoning map which affects ten (10) multi-family residential properties on this block. All but one of these properties contain apartments and condominiums. The error occurred in 2006 when the new map mistakenly “downzoned” these properties to the R-2 zoning district. The Plan Commission held a hearing October 9 and recommends unanimous approval to rezone all properties to R-6 to correct the error. A map and list of affected properties are attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goal Impacted: Strong Local Economy, Improved City Infrastructure & Facilities

4. Request from the Illinois Department of Military Affairs to annex a tract of land totaling approximately 25 acres located at 5272 78th Avenue, Milan. (Shawn Christ, Land Development Manager)

Explanation: City staff has been working with the Illinois Department of Military Affairs and the Quad City International Airport since 2010 to annex and rezone the Milan Readiness Center (Armory) in conjunction with a water main extension and upgrade project. A petition to rezone the property will be considered separately. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Annexation of 25 acres +/- into municipal boundaries
Public Notice/Recording: Notices provided, recorded by Planning
Goal Impacted: Strong Local Economy, Improved City Infrastructure & Facilities, A Great Place to Live

5. Zoning Map amendment for property located at 5212 78th Avenue, Milan, from R-2 (One-Family Residence District) to B-4 (Highway/Intensive Business District) following annexation. (Shawn Christ, Land Development Manager)

Explanation: Following annexation, the Milan Readiness Center (Armory) should be rezoned to a suitable zoning district. Plan Commission held a hearing on October 9 and recommends unanimous approval. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Improved City Infrastructure & Facilities, A Great Place to Live

6. Request from the Planning & Development Department to annex a City-owned tract of land totaling 55.7-acres located at the northeast corner of the intersection of 50th Street and 87th Avenue. (Shawn Christ, Land Development Manager)

Explanation: If the adjoining Army National Guard/Milan Armory property is annexed, staff requests permission to immediately proceed with annexation of the City-owned “Bealer” property with the default zoning of R-2 One-Family Residence District. These actions will aid in marketing the property for sale & development. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Annexation of 55.7 acres into municipal boundaries
Public Notice/Recording: Notices provided, recorded by Planning
Goal Impacted: Strong Local Economy, Improved City Infrastructure & Facilities

7. Request from the Moline Plan Commission to recommend to the City of Rock Island a street name change for a two-block portion of 4th Avenue to “River Drive” along property located at 4501 4th Avenue, Rock Island. (Shawn Christ, Land Development Manager)

Explanation: At its October 9 Plan Commission meeting, Commissioners discussed how Moline’s River Drive extends into adjoining cities and could be developed into a multi-city naming effort similar to “Avenue of the Cities”. They noted River Drive terminates in Rock Island near Metrolink’s new Transit Maintenance Facility, and that two-block stretch is called 4th Avenue. They also noted 4th Avenue is not utilized by any other facility for addressing purposes. The Plan Commission recommends that a name change for Rock Island’s 4th Avenue to River Drive be suggested to the City of Rock Island.

Staff Recommendation: None
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goal Impacted: Improved City Infrastructure & Facilities

8. Request from Nicholas DeVolder for a variance to the sidewalk installation requirements for a property located at 3420 48th Avenue. (Shawn Christ, Land Development Manager)

Explanation: Mr. DeVolder is constructing two storage buildings on this industrially-zoned property and has applied for a variance to waive the sidewalk requirement. This is a corner lot which fronts on a narrow, unimproved street with no curbs and no ditches. Maps indicate that the street right-of-way is 40 feet wide along 48th Avenue but undefined along 38th Street. The nearest public sidewalk is approximately a half-mile from the site behind Ryan’s Steakhouse. There are no or slope restraints along this property frontage. The site survey suggests the street right-of-way is wide enough along 48th Avenue to accommodate a sidewalk, but not along 38th Street. There are no other sidewalks in the area. Additional documentation attached.

Staff Recommendation: Require sidewalk along 48th Avenue, but grant variance to delay sidewalk requirement along 38th Street due to lack of right-of-way.
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure & Facilities; Desirable Place to Live; Quality Neighborhoods

9. Declaration of seized and forfeited vehicles as surplus property. (Kim Hankins, Public Safety Director)

Explanation: Illinois State Statute provides that law enforcement agencies may seize vehicles used during the attempt or commission of specific crimes and subsequently initiate forfeiture proceedings on those vehicles. The below listed vehicles were seized and forfeited to the police department, and staff is requesting that they be declared as surplus property and disposed of by the Finance Director through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise: 1998 Chevrolet 2500 Truck VIN# 1GCGC29R7WE118562.

Staff Recommendation: Approval
Fiscal Impact: Any proceeds after costs are for use by the seizing law enforcement agency.
Public Notice/Recording: N/A
Goal Impacted: Financially Strong City

10. A Special Ordinance approving Kymbyl Komplete Kare, Inc.’s vegetation and nuisance abatement bid proposal, and authorizing the Mayor and City Clerk to enter into a contract with Kymbyl Komplete Kare, Inc. for vegetation and nuisance abatement services in the amount of \$32.00 per hour for 2014 and \$35.00 per hour for 2015, with a show up fee in the amount of \$15.00 for 2014 and 2015, and for landfill charges of \$15.00 per cubic yard for 2014 and 2015 for the period of January 1, 2014 through December 31, 2015. (Amy Keys, Deputy City Attorney)

Explanation: The Law Department published a Request for Bids for vegetation and nuisance abatement services on September 18, 2013. Kymbyl Komplete Kare, Inc., submitted the only responsible and responsive bid, possesses the equipment necessary to perform the work entailed and has been the only company to submit a bid for the past several years. City staff recommends accepting Kymbyl Komplete Kare, Inc.'s bid for vegetation and nuisance abatement services as set forth above. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live

11. Approval of Amendment #1 for the Local Agency Agreement for Participation for Motor Fuel Tax Section 06-00234-00-LS, WIU Rivertech Streetscape (Scott Hinton, City Engineer)

Explanation: Construction for MFT Section 234 was completed in 2010, the contractor has been paid in full, and the project has long been closed out. IDOT has excess ARRA stimulus funds available and wishes to distribute them to local projects instead of returning them to the Federal government. IDOT proposes to deposit \$50,980.06 of these funds to the City's Motor Fuel Tax Fund through the WIU Rivertech Streetscape project. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Additional \$50,980.06 deposited into the City's MFT Account.
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure & Facilities; Desirable Place to Live

12. Second Amendment to KONE Development Agreement (Maureen Riggs, City Attorney)

Explanation: In the initial Development Agreement with Financial District Properties KP LLC, there is a clause requiring the Developer to have 75% of the residential units in the KONE Building sold and closed to third party buyers before Developer would be entitled to a property tax rebate. Developer has completed construction of the building but has been unable to sell the residential units because potential buyers have been unable to obtain conventional financing for purchase of these units as they are in a commercial building with no other existing residential units. Therefore, Developer proposes to finish the units and rent them out. Deleting the 75% sold requirement would allow Developer to proceed with its plan and obtain the property tax rebate under the Development Agreement once all remaining requirements are met.

Staff Recommendation: Approve
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live, Strong Local Economy

13. Approval of Term Sheet from Three Corners Development Inc. (Lew Steinbrecher, City Administrator)

Explanation: Three Corners Development Inc. has submitted a Term Sheet outlining its request for economic assistance from the City to build Phase I of Riverbend Commons. The Developer will construct a mixed use project consisting of a 107,990 square foot student housing facility that will be known as the Mills at Riverbend Commons and a 20,087 retail use in the same building. There will be 240 beds in the student housing facility consisting of approximately 15 two-bed studio units, 45 two bed/two bedroom units, and 30 four bed/four bedroom units. The retail portion is anticipated to include such uses as food, lifestyle, fitness and healthcare. The site is located just east of downtown Moline on a 15.5 acre site at the intersection of River Drive and 29th Street that is adjacent to the Western Illinois University-Quad Cities campus. Developer is requesting that the City make a \$4 million contribution of capital, to be drawn down for construction costs for all TIF eligible expenses first and then for general construction costs, to fill a financial gap and make the project feasible. Upon closing, the Developer will purchase the five easternmost acres for \$1.7 million. As part of the Term Sheet, Developer agrees to provide the City with schematic plans for Phase 2A of this development by June 30, 2014. The

Developer will also make every good faith effort to develop all future phases. The Developer will agree not to request additional municipal incentives for future phases until at which time the \$4 million is fully repaid to the City through increased property and sales taxes and other miscellaneous revenues. The Developer further agreed to make a minimum \$140,000 property tax payment annually and not apply for tax-exempt status. Developer agreed also to defer its \$500,000.00 development fee for 18 months or until Phase II construction begins and to ensure that the property remains taxable. Until a Certificate of Completion is issued, the City will have a subordinate mortgage on the property to secure its \$4 million contribution. This mortgage will automatically subordinate to any private debt and equity financing necessary for the project. This subordinate mortgage will be released upon the Certificate of Completion.

Staff Recommendation: Staff seeks Council direction as this Term Sheet deviates from existing City economic development policy.

Fiscal Impact: \$4 million contribution from City

Public Notice/Recording: N/A

Goals Impacted: A Great Place to Live, Strong Local Economy

Citizens Advisory Council on Urban Policy

Moline, Illinois

Program Year 2014 CDBG

2014 Projections

CACUP	\$35,500	
<i>City of Moline Police Dept/C.O.Ps</i>		\$13,000
<i>Stephens Parkview Neighborhood Group</i>		\$12,500
<i>Amigos of Floreciente Neighborhood</i>		\$10,000
Administration	\$116,000	
Code Compliance	\$33,500	
CHS Service Delivery	\$135,000	
Community Housing Services Program	\$145,000	
CHS - Emergency	\$45,000	
CHS - Roofing Program	\$70,000	
	\$580,000	
	\$580,000	Projected 2013 Funding

**TABLE 1
FEDERAL PROGRAMS
CITY OF MOLINE**

<u>Program</u>	<u>Administrator</u>	<u>Services</u>	<u>Approx. Amount</u>
Community Development Block Grant Program	City of Moline	Annual grant allocated for housing rehab, social services, infrastructure improvements, youth services, etc.	\$580,000
Weatherization Assistance Program	Project NOW	Weatherization; energy efficiency	*\$1,390,780 (tri-county)
Low-Income Energy Assistance Program	Project NOW	Utility bill assistance	*\$5,381,245 (tri-county)
Homebuyer's Assistance Program (HOME)	Project Now	Assist first time homebuyers to purchase and repair home	*\$740,000*
Section 8 Vouchers	Moline Public Housing Authority	Tenant based rental assistance	*\$330,000
Emergency Food & Shelter Program	Project NOW	Food, Shelter, and preventative services	*\$86,002
Transitional Housing Program (Reduced Rent) Continuum of Care Program	Project NOW	Provides reduced rent for six families and single women and assists homeless individuals and families.	*\$808,583
Congregate Meals	Project NOW	Provides daily meals to seniors	*\$170,897
Home Delivered Meals	Project NOW	Provides daily meals to seniors	*\$279,241
Transportation	Project NOW	Provides transportation for seniors to and from community facilities	*\$442,485
Senior Services	Project NOW	Provides transportation health services, and admin costs	*\$96,204
Head Start Program	Project NOW	Provides preschool children of low-income families with a comprehensive program that addresses the child's needs in all areas of development.	*\$2,768,419
Single Family Owner Occupied Rehab Program	City of Moline	Assistance for very low-income households to make necessary improvements	\$105,000
2013 – 2015 Trust Fund - Emergency Repair Program	City of Moline	This program will provide assistance to low-income and very-low income homeowners to repair their homes and to remove health and safety hazards. Funds can be used to replace costly maintenance items, such as roofs, HVAC systems, electrical and plumbing systems.	**\$217,350

2014 – 2016 Trust Fund – Homebuyer and Rehabilitation Assistance	City of Moline	This program will provide assistance to low-income and very-low income homeowners in the form of a forgivable loan to assist homebuyers with acquisition and rehabilitation of vacant properties throughout the City.	**\$504,000
2013 – 2016 Lead Hazard Control Grant	City of Moline	Through a coalition that includes the City of Moline, City of Rock Island, City of East Moline, City of Sterling, Project Now and Rock Island Economic Growth Corp, a 152 residential units will be made lead safe throughout the cities of Moline, Rock Island, East Moline and Sterling.	***\$2,500,000
Neighborhood Stabilization Program 2	City of Moline	Construct new single family homes for sale to families under 120% AMI. Also, assist homebuyers within the program with direct buyer's assistance.	\$160,000
* Based on 2013 Annual Action Plan Information. ** Based on Cumulative total for two year funding. *** Based on Cumulative total for three year funding.			\$16,560,206

1. Federal and State Resources

A. Narrative Descriptions

Community Development Block Grant Program

The City will administer \$580,000 (estimated) during the 2014 year. Many community development and housing needs will be met with this program such as: housing rehabilitation, neighborhood and downtown redevelopment, parks & recreation, social services, infrastructure improvements.

Weatherization Assistance Program

Project NOW expects to administer *\$1,390,780 to weatherize low-income homes. The program is designed to increase energy efficiency, thereby reducing energy costs for heating and cooling. This is a tri-county area program: Rock Island, Mercer and Henry counties. Funding may change following approval of funding from the State of Illinois

Low-Income Energy Assistance Program

Project NOW expects to receive and administer *\$5,381,245. This will provide assistance with the payment of utility bills for low to moderate income households. The program is offered to persons under 80% median family income. This is a tri-county area program: Rock Island, Mercer and Henry counties.

Homebuyers Assistance Program (Home): Project NOW expects to receive and administer *\$740,000 in state (IHDA) and federal (HUD & HOME) funds to assist low-income homebuyers to purchase a home and make needed repairs at the time of purchase. Repair funds and other assistance are provided as a 0% deferred forgivable loan.

Section 8 Voucher & Certificates

The Moline Public Housing Authority expects to administer *\$330,000 under the Section 8 Program in the city. Currently, there are 234 vouchers and 195 of them are in use. Very low-income families (0 to 30% MFI) benefit from this program.

Emergency Food and Shelter Program

Project NOW expects to receive and administer *\$86,002 from the Illinois Department of Public Aid and from the Illinois Department of Commerce and Community Affairs to meet the following: outreach, counseling referral, advocacy and transportation for persons and families who are homeless or at risk of becoming homeless.

Transitional Housing Program (Reduced Rent)/Continuum of Care Program:

Project NOW expects to administer this program, which provides reduced rent, 30% of income. Also, the Continuum of Care Program will continue to coordinate with homeless service providers, other local governments, and others to help alleviate homelessness through the existing Quad City continuum of care system. Project NOW will administer the Northwest Continuum of Care process to assist homeless individuals and families and the Transitional Housing Program through a funding amount of *\$808,583.

Congregate Meals:

Project NOW expects to receive and administer *\$170,897 in federal (U.S. Department of Health & Human Services) and state (Illinois Department on Aging), to provide daily meals to seniors at 15 sites in Rock Island and Mercer Counties.

Home Delivered Meals:

Project NOW expects to receive and administer *\$279,241 in federal (U.S. Department of Health & Human Services) and state (Illinois Department on Aging) funding to provide daily meals to home bound low income elderly age 60 and over, who reside in Rock Island and Mercer Counties.

Transportation:

Project NOW expects to receive and administer *\$442,485 in federal (U.S. Department of Health & Human Services) and state (Illinois Department on Aging) funding to provide transportation for low-income seniors who reside in Rock Island County, to and from community facilities and resources in an effort to promote successful independent living.

Senior Services:

Project NOW expects to receive and administer *\$96,204 in federal (HUD – CDBG (Rock Island and

Moline) funds to provide transportation, health services, and support administrative costs for residents of Rock Island and Mercer Counties who are 60 years of age or older.

Head Start Program:

Project NOW expects to receive and administer *\$2,768,419 in federal funds to help break the cycle of poverty by providing preschool children of low-income families with a comprehensive program that addresses the child's needs in all areas of development: educational, emotional, social, health, nutritional, physical, and mental health.

Single Family Owner Occupied Rehab (SFOOR) Program (HOME):

The City of Moline expects to receive and administer *\$127,000 in state (IHDA) and federal (HUD) funds to assist very low-income households to make necessary improvements to bring their home up to code.

****Trust Fund - Emergency Repair Program:**

This program will provide assistance to low-income and very-low income homeowners to repair their homes and to remove health and safety hazards. Funds can be used to replace costly maintenance items, such as roofs, HVAC systems, electrical and plumbing systems over the next two years.

****Trust Fund -- Homebuyer and Rehabilitation Assistance:**

This program will provide assistance to low-income and very-low income homeowners in the form of a forgivable loan to assist homebuyers with acquisition and rehabilitation of vacant properties throughout the City over the next two years.

*****Lead Hazard Control (LHC):**

Through a coalition that includes the City of Moline, City of Rock Island, City of East Moline, City of Sterling, Project Now and Rock Island Economic Growth Corp, a 152 residential units will be made lead safe throughout the cities of Moline, Rock Island, East Moline and Sterling over the next three years.

Neighborhood Stabilization Program 2 (NSP2):

The City expects to generate \$160,000 (in program income from the sales of NSP2 rehab and new construction homes. These dollars will be used to construct additional new single family homes for sale to families at or below 120% AMI. Additionally, NSP2 buyers will receive up to \$35,000 in direct buyer's assistance.

Moline Housing Authority will address the housing needs by working with and complimenting the Consolidated Plan with the City of Moline, Illinois and working with other local partners such as Project NOW Housing Services and the local banks to try and meet identified needs.

TABLE 2 Moline Public Housing Authority Physical Improvements FY 2013	
IMPROVEMENTS	ESTIMATE INVESTMENT
Management Improvements	\$107,737
Administration	\$ 71,824
Fees & Cost	\$ 25,000
Site Improvements	\$ 55,100
Appliances	\$ 20,000
Dwelling Structures	\$ 7,800
Non-Dwelling Structures	\$ 29,700
Vehicles, Tools & Equipment	\$ 50,000
Development Activities	\$351,086
TOTAL IMPROVEMENTS	*\$718,247
Source: Moline Public Housing Authority	

2. Local Resources

TABLE 3 Proposed Projects/Local Resources Fiscal Year 2014			
PROGRAM	ADMINISTRATOR	DESCRIPTION	AMOUNT
City of Moline Police Department	City of Moline	Funds will be used to offer counseling, mediation, emergency transportation, family events, field trips and projects and activities that stimulate personal and professional growth, while at the same time educating on crime prevention. The two areas served are located in the Floreciente and Spring Brook neighborhoods. Both areas are in low-mod income eligible census tracts.	\$13,000
Stephens Parkview Neighborhood Group	Stephens Park	Funds will be used to repair/replace sidewalk sections at specific locations in the Stephens Park neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department.	\$12,500
Amigos of Floreciente Neighborhood	Amigos of Floreciente	Funds will be used to repair/replace sidewalk sections at specific locations in the Floreciente neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department.	\$10,000
Code Compliance	City of Moline	The City's Neighborhood Improvement Officer (NIO) performs the lead role in the prevention, enforcement and abatement of housing; nuisance, vegetation, zoning and sign code violations. The NIO serves as the City's liaison to neighborhood groups and residents for problem identification and solutions.	\$33,500
Community Housing Services Program	City of Moline	This program provides assistance for re-investment in the City's existing housing stock, and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property values, and funds emergency repairs for low-income residents.	\$145,000

Community Housing Services Program – Emergency	City of Moline	This program provides assistance for re-investment in the City’s existing housing stock based on emergency criteria. It also helps revitalize neighborhoods, and maintains/increases property values for low-income residents.	\$45,000
Community Housing Services Program – Roofing	City of Moline	This program provides assistance for re-investment in the City’s existing housing stock and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property value, and funds roof repair and replacement for low-income residents.	\$70,000
Community Housing Services Program – Service Delivery	City of Moline	Customer assistance with the Community Housing Services program requires significant staff time. Working with contractors, homeowners, inspectors, and lenders on bidding, income verification, specification clarification, project progress, payouts, etc., as well as equipment and supplies utilized, are all identified as program soft costs.	\$135,000
Administration - General	City of Moline	The recommended allocation will help provide funding for at least one FTE of the Planning and Development Department employees. The recommended allocation will also reimburse the City for any administrative expenses required to maintain a continuing capacity for planning, managing, monitoring, and evaluating the CDBG Program pursuant to Federal statutes and regulations, thereby ensuring compliance with said program requirements.	\$116,000
TOTAL			\$580,000

HUMAN SERVICES (\$35,500)

1. City of Moline Police Department (\$13,000)

Funds will be used to offer counseling, mediation, emergency transportation, family events, field trips and projects and activities that stimulate personal and professional growth, while at the same time educating on crime prevention. The two areas served are located in the Floreciente and Spring Brook neighborhoods. Both areas are in low-mod income eligible census tracts.

2. Stephens Parkview Neighborhood Group (\$12,500)

Funds will be used to repair/replace sidewalk sections at specific locations in the Stephens Park neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department.

3. Amigos of Floreciente Neighborhood (\$10,000)

Funds will be used to repair/replace sidewalk sections at specific locations in the Floreciente neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department.

NEIGHBORHOODS (\$33,500)

1. Code Compliance (\$33,500.00)

The City's Neighborhood Improvement Officer (NIO) performs the lead role in the prevention, enforcement and abatement of housing; nuisance, vegetation, zoning and sign code violations. The NIO serves as the City's liaison to neighborhood groups and residents for problem identification and solutions.

HOUSING (395,000.00)

1. Community Housing Services Program (CHS) (\$145,000.00)

This program provides assistance for re-investment in the City's existing housing stock, and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property values, and funds emergency repairs for low-income residents.

2. Community Housing Services Program - Emergency (CHS - Emergency) (\$45,000)

This program provides assistance for re-investment in the City's existing housing stock based on emergency criteria. It also helps revitalize neighborhoods, and maintains/increases property values for low-income residents.

3. Community Housing Services Program – Roofing (CHS – Roofing) (\$70,000)

This program provides assistance for re-investment in the City's existing housing stock and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property value, and funds roof repair and replacement for low-income residents.

4. CHS Service Delivery (\$135,000.00)

Customer assistance with the Community Housing Services program requires significant staff time. Working with contractors, homeowners, inspectors, and lenders on bidding, income verification, specification clarification, project progress, payouts, etc., as well as equipment and supplies utilized, are all identified as program soft costs.

ADMINISTRATION (\$116,000.00)

1. General Administrative Expenses (\$116,000.00)

The recommended allocation will help provide funding for at least one FTE of the Planning and Development Department employees. The recommended allocation will also reimburse the City for any administrative expenses required to maintain a continuing capacity for planning, managing, monitoring, and evaluating the CDBG Program pursuant to Federal statutes and regulations, thereby ensuring compliance with said program requirements.

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Moline

Priority Need
Planning/Administration

Project Title
Administration - General

Description

The recommended allocation will help provide funding for at least one FTE of the Planning and Development Department employees. The recommended allocation will also reimburse the City for any administrative expenses required to maintain a continuing capacity for planning, managing, monitoring, and evaluating the CDBG Program pursuant to Federal statutes and regulations, thereby ensuring compliance with said program requirements.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
N/A

Street Address: 619 16 Street
Moline, IL 61265

Objective Number	Project ID 1
HUD Matrix Code 21A	CDBG Citation 570.206
Type of Recipient Local Government	CDBG National Objective
Start Date (mm/dd/yyyy) 01/01/2014	Completion Date (mm/dd/yyyy) 12/31/2014
Performance Indicator	Annual Units
Local ID Planning & Administration	Units Upon Completion

Funding Sources:

CDBG	116,000
ESG	
HOME	
HOPWA	
Total Formula	116,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	116,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need

Rehabilitation Administration

Project Title

CHS – Service Delivery

Description

Customer assistance with the Community Housing Services program requires significant staff time. Working with contractors, homeowners, inspectors, and lenders on bidding, income verification, specification clarification, project progress, payouts, etc., as well as equipment and supplies utilized, are all identified as program soft costs.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
N/A

Street Address:
City, State, Zip code:

Objective Number	Project ID 2
HUD Matrix Code 14H	CDBG Citation 570.202
Type of Recipient Local Government	CDBG National Objective LMH
Start Date (mm/dd/yyyy) 01/01/2014	Completion Date (mm/dd/yyyy) 12/31/2014
Performance Indicator	Annual Units
Local ID Planning & Administration	Units Upon Completion

Funding Sources:

CDBG	135,000
ESG	
HOME	
HOPWA	
Total Formula	135,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	135,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need

Owner Occupied Housing

Project Title

Community Housing Service Program

Description

This program provides assistance for re-investment in the City's existing housing stock, and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property values, and funds emergency repairs for low-income residents.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City Wide

Street Address:

City, State, Zip code:

Objective Number DH1.1,DH2.1,DH3.1,SL1.1, SL2.1,SL3.1	Project ID 3
HUD Matrix Code 14A	CDBG Citation 570.202(a)(I)
Type of Recipient Residents	CDBG National Objective LMH
Start Date (mm/dd/yyyy) 01/01/2014	Completion Date (mm/dd/yyyy) 12/31/2014
Performance Indicator Number of Units Rehab	Annual Units 30
Local ID Housing	Units Upon Completion 30

Funding Sources:

CDBG	145,000
ESG	
HOME	
HOPWA	
Total Formula	145,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	145,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need

Owner Occupied Housing

Project Title

Community Housing Service Program - Emergency

Description

This program provides assistance for re-investment in the City's existing housing stock based on emergency criteria. It also helps revitalize neighborhoods, and maintains/increases property values for low-income residents.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City Wide

Street Address:

City, State, Zip code:

Objective Number DH1.1,DH2.1,DH3.1,SL1.1, SL2.1,SL3.1	Project ID 4
HUD Matrix Code 14A	CDBG Citation 520.202(a)(I)
Type of Recipient Residents	CDBG National Objective LMH
Start Date (mm/dd/yyyy) 01/01/2014	Completion Date (mm/dd/yyyy) 12/31/2014
Performance Indicator Number of Units Rehab	Annual Units 10
Local ID Housing	Units Upon Completion 10

Funding Sources:

CDBG	45,000
ESG	
HOME	
HOPWA	
Total Formula	45,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	45,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Moline

Priority Need

Owner Occupied Housing

Project Title

Community Housing Services Program – Roofing

Description

This program provides assistance for re-investment in the City's existing housing stock and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property value, and funds roof repair and replacement for low-income residents.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City Wide

Street Address:

City, State, Zip code:

Objective Number DH1.1,DH2.1,DH3.1,SL1.1, SL2.1,SL3.1	Project ID 5
HUD Matrix Code 14A	CDBG Citation 520.202(a)(I)
Type of Recipient Residents	CDBG National Objective LMH
Start Date (mm/dd/yyyy) 01/01/2014	Completion Date (mm/dd/yyyy) 12/31/2014
Performance Indicator Seniors Served	Annual Units 120
Local ID Senior Programs	Units Upon Completion 120

Funding Sources:

CDBG	70,000
ESG	
HOME	
HOPWA	
Total Formula	70,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	70,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need
Human Services

Project Title
Stephens Parkview Neighborhood Group

Description

Funds will be used to repair/replace sidewalk sections at specific locations in the Stephens Park neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
CT 222 – Block Group 2

Street Address:
City, State, Zip code:

Objective Number NR1.1	Project ID 6
HUD Matrix Code 03L	CDBG Citation 570.201(c)
Type of Recipient Subrecipient	CDBG National Objective LMA
Start Date (mm/dd/yyyy) 01/01/2014	Completion Date (mm/dd/yyyy) 12/31/2014
Performance Indicator Housing Units	Annual Units 25
Local ID Neighborhood	Units Upon Completion 25

Funding Sources:

CDBG	12,500
ESG	
HOME	
HOPWA	
Total Formula	12,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	12,500

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need
Human Services

Project Title
Amigos of Floreciente Neighborhood

Description

Funds will be used to repair/replace sidewalk sections at specific locations in the Floreciente neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
CT 223

Street Address:
City, State, Zip code:

Objective Number NR1.1	Project ID 7
HUD Matrix Code 03L	CDBG Citation 570.201(c)
Type of Recipient Subrecipient	CDBG National Objective LMA
Start Date (mm/dd/yyyy) 01/01/2014	Completion Date (mm/dd/yyyy) 12/31/2014
Performance Indicator Housing Units	Annual Units 10
Local ID Neighborhood	Units Upon Completion 10

Funding Sources:

CDBG	10,000
ESG	
HOME	
HOPWA	
Total Formula	10,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	10,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need

Anti Crime Programs

Project Title

City of Moline Police Department

Description

Funds will be used to offer counseling, mediation, emergency transportation, family events, field trips and projects and activities that stimulate personal and professional growth, while at the same time educating on crime prevention. The two areas served are located in the Florenciente and Spring Brook neighborhoods. Both areas are in low-mod income eligible census tracts.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

CT 223, CT 213 – Block Group 2

Street Address:

City, State, Zip code:

Objective Number SL1.1	Project ID 8
HUD Matrix Code 05I	CDBG Citation 570.201(e)
Type of Recipient Subrecipient	CDBG National Objective LMA
Start Date (mm/dd/yyyy) 01/01/2014	Completion Date (mm/dd/yyyy) 12/31/2014
Performance Indicator People	Annual Units 100
Local ID Anti Crime Programs	Units Upon Completion 100

Funding Sources:

CDBG	13,000
ESG	
HOME	
HOPWA	
Total Formula	13,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	13,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need

Code Enforcement

Project Title

Code Compliance

Description

The City's Neighborhood Improvement Officer (NIO) performs the lead role in the prevention, enforcement and abatement of housing; nuisance, vegetation, zoning and sign code violations. The NIO serves as the City's liaison to neighborhood groups and residents for problem identification and solutions.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Neighborhood Target Area

Street Address: 619 16 Street
Moline, IL 61265

Objective Number SL3.1	Project ID 9
HUD Matrix Code 15	CDBG Citation 570.202(c)
Type of Recipient Local Government	CDBG National Objective LMA
Start Date (mm/dd/yyyy) 01/01/2013	Completion Date (mm/dd/yyyy) 12/31/2013
Performance Indicator People Served	Annual Units
Local ID Neighborhoods	Units Upon Completion

Funding Sources:

CDBG	33,500
ESG	
HOME	
HOPWA	
Total Formula	33,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	33,500

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

36-6005999

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

B-13-MC-17-0014

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Moline

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

36-6005999

*** c. Organizational DUNS:**

0938691700000

d. Address:

*** Street1:**

619 16 Street

Street2:

*** City:**

Moline

County/Parish:

*** State:**

IL: Illinois

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

61265

e. Organizational Unit:

Department Name:

Planning & Economic Developmen

Division Name:

Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Ray

Middle Name:

*** Last Name:**

Forsythe

Suffix:

Title:

Director

Organizational Affiliation:

City of Moline

*** Telephone Number:**

(309) 524-2032

Fax Number:

(309) 524-2031

*** Email:**

rforsythe@moline.il.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

Community Development Block Grants/Entitlement Grants

*** 12. Funding Opportunity Number:**

N/A

*** Title:**

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Low_Mod_8_11.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant Entitlement Community

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="580,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="580,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

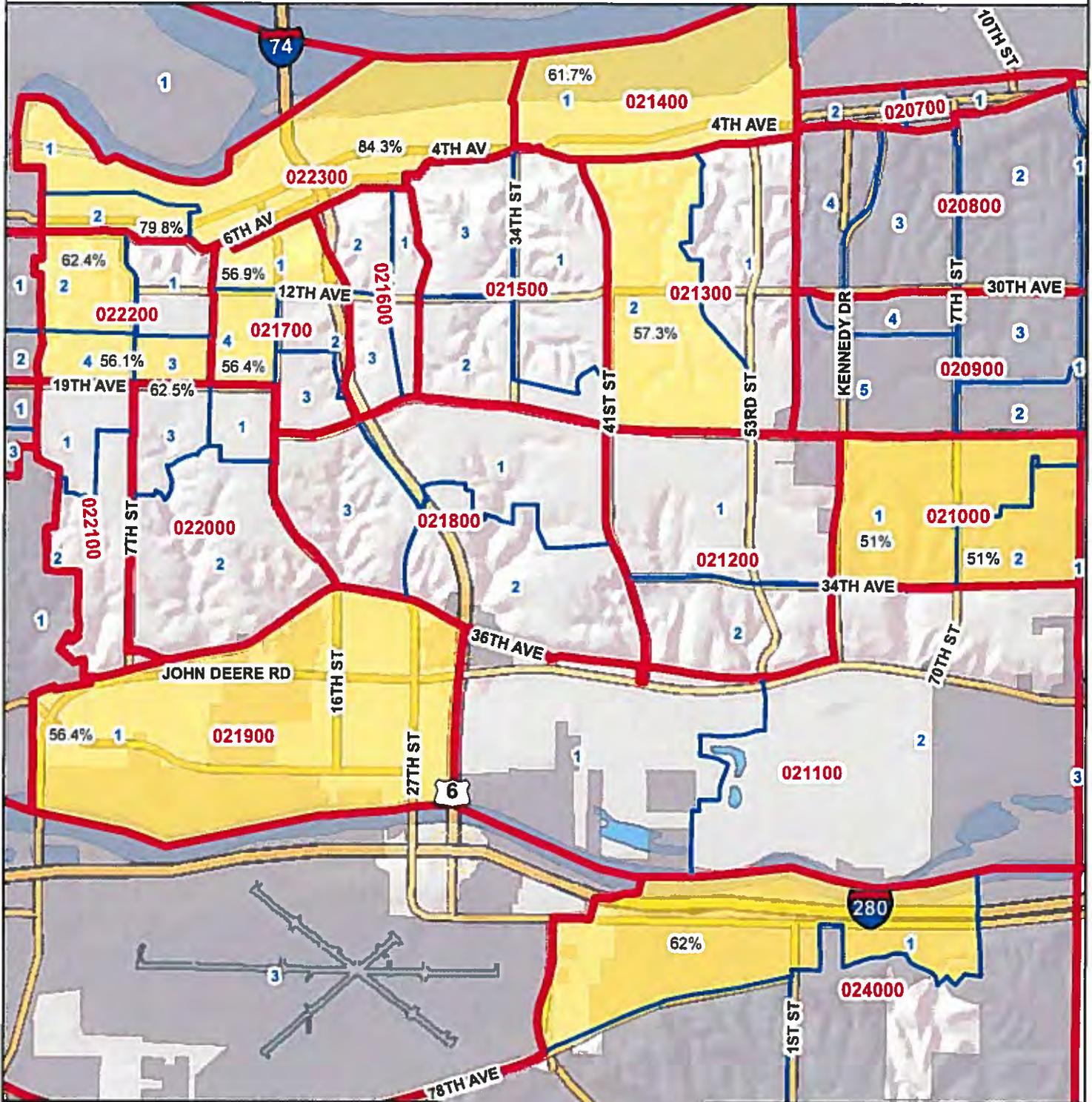
* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

City of Moline Low Mod Census Block Groups



0 0.5 1 2

Miles



Legend

- Census Tract Boundary
- Census Block Group Boundary
- Low Mod > 50%

Sources: Low Mod data: <http://www.hud.gov/offices/cpd/systems/census/il/index.cfm>
 Block Group / Tract Shapefiles: <http://www.census.gov/cgi-bin/geo/shapefiles2010/main>

3M Water Infrastructure
3M™ Scotchkote™ Pipe Renewal Liner 2400



Certified to
NSF/ANSI 61



3M™ Scotchkote™ Pipe Renewal Liner 2400 is certified by WQA to NSF/ANSI 61 for materials safety only, as verified and substantiated by test data.

The background image shows two men in work attire looking at a laptop. The image is overlaid with a blue and purple gradient and a circular inset showing a close-up of a pipe or filter. The text "Sustainability Performance Quality and Trust" is overlaid on the image.

Sustainability Performance Quality and Trust

Providing sustainable economic solutions for maintaining & enhancing our critical water infrastructure.



The Water Problem

Water is our most precious resource. Whether at home, at the office or out in the community, our access to pure clean drinking water is often taken for granted – its power only realized when we are forced to go without.

Providing this essential resource is, for most people, an unseen endeavor. For those charged with maintaining these critical assets, it is a challenge that grows more and more difficult every day. Water providers are finding themselves at the intersection of steadily growing demand and an aging infrastructure that is becoming less and less efficient, or in some cases unable to support the existing population. Left unaddressed, these assets continue to deteriorate resulting in loss of revenue, soaring maintenance costs and water outages. As stated in the most recent ASCE Infrastructure Report Card, the current gap between the need for infrastructure improvement in potable water distribution systems and the planned solutions has reached into the hundreds of billions. The need for new, innovative and efficient methods to accurately detect, assess, maintain and repair this infrastructure is essential to the health and prosperity of each and every community around the world.

The 3M Scotchkote family of products has over 50 years of experience protecting our critical infrastructure around the globe. These products are designed to improve the operating efficiency and extend the life of pipes, pumps, valves and other assets. Our newest product, 3M™ Scotchkote™ Pipe Renewal Liner 2400, is specifically designed to rehabilitate existing potable water mains and solve most of the problems common to these distribution systems. Its unique properties combined with a trenchless spin cast application process can provide similar properties of new pipe without the high cost and social impact associated with full replacement.

Before



Our aging water infrastructure is subject to both corrosion and tuberculation build up caused by the interface of metal and water. These issues waste precious water, lead to higher operational costs and will eventually cause failure if not addressed.

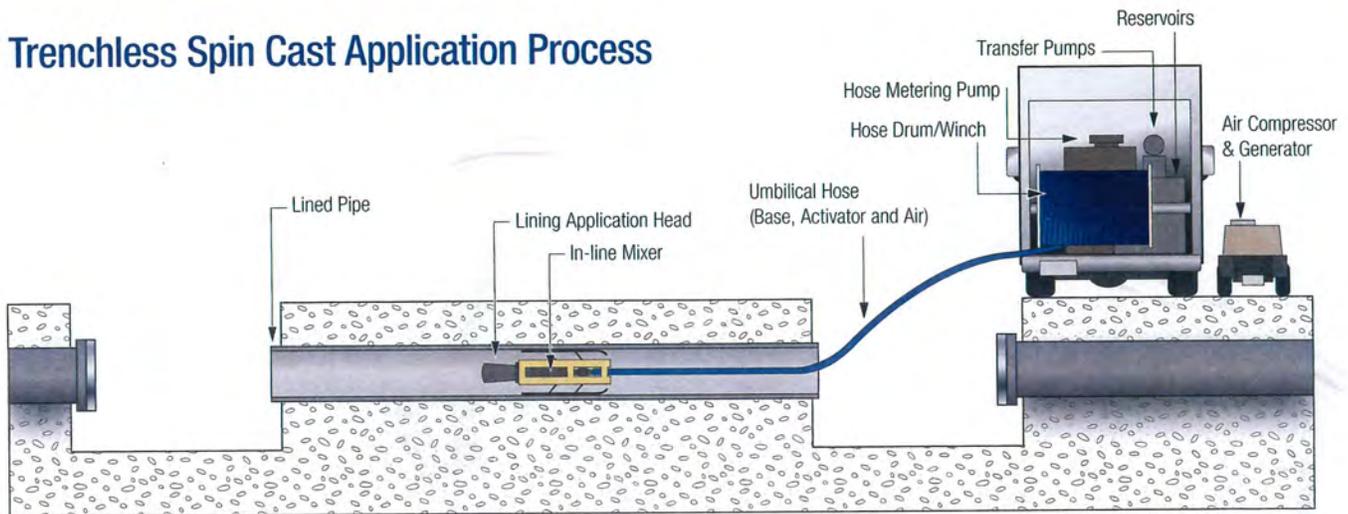
After



3M™ Scotchkote™ Pipe Renewal Liner 2400 is a close fit, smooth liner that maximizes internal diameter to increase flow and efficiency while reinforcing pipes with existing cracks, pin holes and corrosion pitting. The liner can extend the life of the existing asset by helping to prevent internal corrosion and providing resistance to tuberculation build up.

Scotchkote Liner 2400 is projected to meet material properties of ASTM F1216-09 after **50 years**.¹

Trenchless Spin Cast Application Process



Certified: The 100% solids polyurea formulation is NSF/ANSI-61 Certified, BPA free and contains no VOCs.

Strong: Scotchkote Liner 2400 is an AWWA M-28 class IV structural lining.¹

Fast: The unique polyurea formulation sets in 10 minutes and reaches full cure in 60 minutes, allowing for same day return to service.

Flexible: Scotchkote Liner 2400 can be applied on ductile iron, cast iron, steel and cement mortar lined pipes ranging in diameter from 4" to 24".

Efficient: The liner is installed via a trenchless, spin-cast process that can eliminate up to 90% of the excavation, fill and repaving associated with open cut replacement reducing overall costs and construction time.

Reliable: Backed by 3M's 50 years of pipelining experience and over 100 years of innovation, Scotchkote Liner 2400 is installed only by 3M Authorized Applicators.

¹At specified calipers and bury depths, Scotchkote Liner 2400 is projected to meet material properties of ASTM F1216-09 after 50 years. 3M used the following test methods to validate: ASTM D638-08, ASTM D790-07, ASTM D2990-08 and ASTM D1599-99.

3M™ Scotchkote™ Pipe Renewal Liner 2400

Product Benefits

NSF/ANSI-61 certified polyurea formulation is 100% solids and contains no epoxy resin

- Product contains no VOCs or solvents
- BPA Free
- Scotchkote Liner 2400 has an installed material carbon footprint up to 75% lower than replacement pipe

Scotchkote Liner 2400 is designed to help solve a wide variety of problems common to potable water systems

- Can be applied in 4"(100mm) to 24" (610mm) water mains
- Can be applied on Cast Iron, Ductile Iron, Steel, and CML lined pipe
- Can be applied in at 1.2mm water quality coating up to 8.5mm structural lining in a single pass, utilizing the same product and application equipment
- The coating thickness can be varied to address specific diameters and types of deterioration within the same project to help eliminate waste and to help maximize budgets

Scotchkote Liner 2400 utilizes a trenchless spin cast application method

- Infrastructure owners can eliminate up to 90% of the excavation, fill, and repaving costs associated with full replacement
- The process has minimal impact on the local business, traffic flow and pedestrians
 - Application equipment typically allows for a single lane of traffic to be open during the application process; the equipment can be easily demobilized at the end of each day to restore normal traffic flow
- Lining projects are divided into individual segments allowing the minimum number of customers to be affected at any one time
- The lining process restores original internal pipe diameter increasing flows and efficiency
 - The internal lining helps prevent the return of tuberculation

Lined sections can be returned to service 90 minutes after lining

- Sections can be cleaned and lined in a single day minimizing traffic disruptions, impact on business and inconvenience to customers
- Where possible this product can eliminate the need for bypass piping, reducing total project costs by as much as 40%

Scotchkote Liner 2400 is classified as an AWWA M-28 class IV fully structural lining

- At prescribed calipers and bury depths, Scotchkote Liner 2400 is projected to meet material properties of ASTM F1216-09 after 50 years
- 3M used the following test methods to validate: ASTM D638-08, ASTM D790-07, ASTM D2990-08 and ASTM D1599-99
- Helps repair cracks, leaks, pin holes and corrosion pitting without replacing the pipe
- Helps reduce water loss and improves operation efficiency

Scotchkote Liner 2400 is applied exclusively by 3M Authorized Applicators

- 3M's Materials and Methods Training Program
- Application equipment is specified and prequalified by 3M
- Authorized applicators are required to follow a specified inspection and documentation program (Program includes equipment records, lining records and pre and post inspection records)

3M™ Scotchkote™ Pipe Renewal Liner 2400 Pilot Project Agreement

This Agreement defines the relationship between 3M Company acting through 3M Water Infrastructure Business (hereinafter "3M") and The City of Moline Illinois ("Client") with respect to an application of 3M™ Scotchkote™ Pipe Renewal Liner 2400 in a potable water main. This Agreement and its attachments, including but not limited to drawings, maps, photos, and the one-page Pilot Agreement Standard Terms and Conditions, are intended to constitute the final, complete and exclusive statement of the parties' agreement regarding this pilot program.

Article 1: Parties Involved

1.1 Client Information

Name: The City of Moline Illinois
Contact Person: Greg Swanson
Title: Utilities General Manager
Phone: 309.524.2301
eMail: gswanson@moline.il.us
Street Address: 30 18th Street
Moline, IL 61265

1.2 3M Information

Contact Person: Ryan Rogers
Title: Sales Manager
Phone: 651.733.3313
eMail: rrogers@mmm.com
Street Address: 3M Center Building 223-02-S-24
City, State, Zip Code: St. Paul, MN 55144-1000

Article 2: Project Specifications

Site Location: There are Four Site Locations

Site A: 220' **11 Avenue B, west of 46 Street** Site B: 580' **18 St C north of 28 Avenue**

Site C: 350' **45th Street** Site D: 290' **44 Street, north of 18 Avenue**

Pipe material: Unlined Cast Iron

Pipe diameter: (ANSI Nominal Inches): 6"

Total length: 1450'

Sections: 5

Number of connections (by size): 35

Technical drawings provided to 3M on: 10/2/2013

3M site visit: Date: 11/1//2013 Inspector: City Representative

Lining thickness: 3.6mm

Design Specification:

MAOP: 60 psi MAOP

Pipe Condition: Fully Deteriorated Pressure Pipe per 3M Scotchkote Pipe Renewal Liner Design and Intallation Guide September 2013

Bury Depth: 5'

Post-lining Corrosion Hole Spanning Capability: Irrelevant since it's Fully Deteriorated Pipe Condition

Material Property Design Life Duration per ASTM 2990-09: 50 Years

Design Equation Safety Design Factor: 1.5

Water Table Location (above or below pipe invert): Below

Cleaning Process:

Must comply with 3M™ Scotchkote™ Pipe Renewal Liner 2400 technical bulletin Must comply with 3M™ Scotchkote™ Pipe Renewal Liner 2400 technical bulletin 80-6111-8636-4

Cleaning Contractor: TBD

Method: TBD

Water Disposal Method: Storm Drain (Check With City)

Lining Process:

Max Thickness per Pass: 2.75mm

Number of Passes for 6" Pipe: 2 Passes at 1.8mm per pass

Notes:

Article 3: Statement of Work

Activity	Responsible Party	Notes
Traffic Control	Moline	
Bypass Piping	Moline	
Excavation ¹	Moline	
Shoring	Moline	
Isolation of Main ²	Moline	
Cutting of Water Main	Moline	
Leak Isolation	Moline	
Water Main Cleaning	3M	
Standing Water Removal/Swabbing	3M	
Pre-lining Inspection	3M	
Lining	3M	
Post Lining Inspection	3M	
Disinfection	Moline	
Reconnection	Moline	
Reinstatement of Pits	Moline	
Pavement and Markings	Moline	

¹ All excavation must follow all local codes and regulation for worker and public safety. Standard pit dimensions for lining are 6' x 8' and extend at least 2' below the bottom of the water main. Max retrieval angle from pipe exit to top of pit must not exceed 45 degree. Modular shore box panels that can be removed may be used to facilitate this. Minimum removed pipe section from pit locations must be more than 4' in length.

² LOTO System Required: During the lining process the main being lined must be completely and securely isolated from all water supplies. The responsible party must ensure that the LOTO system is in place and communicated to 3M before the start of work. The Client must provide an Authorized Inspector on site at all times (a requirement schedule can be agreed to and communicated before the start of work) to start and stop water flow when required. Delays in

Article 4: Subcontractor Use and Approvals

4.1 While 3M owns and maintains its own lining equipment and crews, it is often necessary to outsource ancillary work to subcontractors that are local to the site. If subcontractor approval is required by the Client, the Client must provide a list of qualified subcontractors to 3M with enough time to get accurate quotations. It will be at 3M's discretion which contractors are used for which function unless otherwise specifically directed by the Client in advance.

Article 5: Quotation and Payment:

3M agrees to provide the cleaning, lining, inspection, and all other services designated above as 3M's responsibility at a total contract price of \$70,250.00. Payment by Client shall be rendered within thirty (30) days of the date of 3M's invoice which invoice shall be dated no sooner than the completion of services provided hereunder. Payment shall be in U.S. currency. Any workscope beyond that described will require a change order and be billed at time and materials rates as outlined in 3M's billing rate sheet.

Article 6: Schedule

All contract documents must be received by 3M at least 4 weeks prior to the project commencing. This project will be carried out between 11/1/2013 and 11/27/2013.

Article 7: Miscellaneous

Client is not 3M's agent or franchisee, and has no authority to bind 3M, transact business in 3M's name or make any representations on 3M's behalf. Client's employees and agents are not 3M's employees or agents.

Neither Party will be responsible for the delay in its performance of any obligation under this Agreement, except failure to pay any amount due, caused by acts of God, legal restrictions, or any other similar conditions beyond the Party's reasonable control. A Party's time for performance will be extended by the period of an excused delay.

Notices under this Agreement shall be sufficient only if given by certified or registered mail, return receipt requested, personally delivered or sent by commercial overnight courier or if sent by facsimile with a written confirmation or acknowledgement of receipt by the receiver. Notice by mail shall be deemed received three days after mailing. Notices shall be sent to:

3M Company
Attn.: Director, 3M Water Infrastructure
3M Center Building 223-02S-24
St. Paul, MN 55144-1000

With a copy to: 3M Company
3M Office of General Counsel, Counsel for IsPD
3M Center, Building 220-9E-02
St. Paul, MN 55144

Client:

The City of Moline Illinois

30 18th Street

Moline, IL 61265

Article 9: Authorized Signatures

By signing below, the parties agree, through their duly authorized representatives, to the terms of this Agreement. This Agreement is subject to validation of the above specifications.

3M Company

(Signature)

(Print Name)

(Title)

(Date)

The City of Moline (Client)

(Signature)

(Print Name)

(Title)

(Date)

3M Infrastructure Division Pilot Agreement Standard Terms and Conditions

These **Terms and Conditions** ("Terms") govern and supplement the terms contained in the Pilot Agreement ("Agreement") and except with regard to such Pilot Agreement supersede all prior written or oral agreements. These Terms may only be modified by a written document signed by the parties' authorized representatives. Terms in any Client or third party document that are inconsistent with, add to, or vary from these Terms, including notices rejecting these Terms, are rejected by 3M and will have no effect. These Terms are subject to change upon notice by 3M with respect to any products supplied by 3M in the future.

Disclaimer of License: Nothing herein shall be construed as a license or transfer of any intellectual property rights in or to 3M products, which rights vest exclusively in 3M and its licensors. Client covenants not to contest or assert any rights in conflict with the aforementioned rights.

Payment Terms: Payment terms are as separately stated in the Agreement and shown on 3M's invoice. 3M may charge late payment fees and interest on past due amounts. Interest will accrue at the lesser of 18% per annum (1½% per month) or the maximum amount allowed by law on any 3M invoice from the date the invoice becomes due according to its terms.

Warranty and Limited Remedy: 3M warrants that the 3M product(s) provided under the Agreement will conform to 3M's published product specifications for a period of one year from product installation. If 3M products provided under the Agreement are found not to conform to the above-stated warranty, Client's exclusive remedy and 3M's sole obligation, is for 3M, at 3M's option, to (a) repair or replace (or have repaired or replaced) non-conforming 3M product, or (b) refund the price paid by Client for non-conforming 3M product. A 3M product warranty claim must be reported to 3M in writing within one year of product installation. 3M shall have no obligation under the above-stated warranty with respect to any 3M product which has been (i) improperly maintained; (ii) modified or damaged through misuse, abuse, accident, neglect, or mishandling by Client or third parties or damaged through acts of God; or (iii) otherwise subjected to conditions or usage outside the parameters set forth in 3M's published product specifications.

EXCEPT AS PROVIDED ABOVE, THERE ARE NO WARRANTIES OF ANY KIND FOR PRODUCT(S) OR SERVICES PROVIDED UNDER THE AGREEMENT, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE IN TRADE.

Limitation of Liability: 3M's aggregate and cumulative liability under this Agreement for rescission and/or damages to Client, whether in contract or tort or under any other legal theory, shall be limited to actual direct money damages in an amount not to exceed the aggregate fees paid to 3M by Client under this Agreement.

To the fullest extent of the law, 3M shall not under any circumstances be liable to Client or to Client's employees or agents, for any special, incidental, indirect or consequential damages (including, without limitation, loss of revenues) in any way related to this

Agreement or to products or services provided under this Agreement, regardless of the legal theory asserted, including breach of warranty, breach of contract, strict liability, or negligence, even if 3M has been advised of the possibility of such damages.

General Provisions: The validity, performance, and construction of these Terms, any purchase order issued by Client to 3M, and all related documents will be governed by the laws of Illinois without regard to its conflicts of law provisions. A party's failure to require strict performance of these Terms in one or more circumstances will not be a waiver of that party's right subsequently to require strict performance under these Terms.

Dispute Resolution: 3M and Client shall attempt in good faith to resolve any controversy, claim, or dispute ("Dispute") that arises out of or is related to this Agreement. Any Dispute not resolved within thirty (30) days of written notice of the Dispute shall undergo mediation in Illinois pursuant to the Commercial Mediation Rules of the American Arbitration Association using a mediator with a background in the industry or subject matter of the Dispute. Mediator costs and fees shall be shared equally. If despite the good faith efforts of the parties, the Dispute has not been resolved by the mediation process within sixty (60) days after commencement of the process, litigation may be initiated. The procedures of this clause are exclusive and must be fully exhausted prior to the initiation of litigation, except that neither party shall be precluded from taking actions it deems necessary to prevent immediate, irreparable harm to its interests.



3M™ Scotchkote™ Pipe Renewal Liner 2400

3M Electrical Markets Division – Water Infrastructure Lining Services Installation Rate Sheet

Effective: October 15, 2013 for City of Moline IL Project commencing November 2013

Product	Pipe Size	Unit Price*
3M™ Scotchkote™ Pipe Renewal Liner 2400	6" Cleaning & Lining Rates (3.6mm thickness)	\$48/ linear foot

**Note: Pricing includes cleaning by drag scrape method performed per AWWA C-602 for cleaning of cast iron water mains via drag scrape method. Pricing includes pre-lining CCTV, lining, post-lining CCTV and any service lateral reinstatement required.*

3M Infrastructure Division Project Agreement Standard Terms and Conditions

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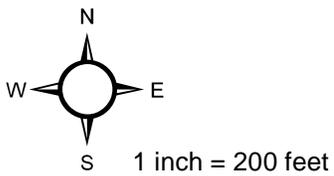
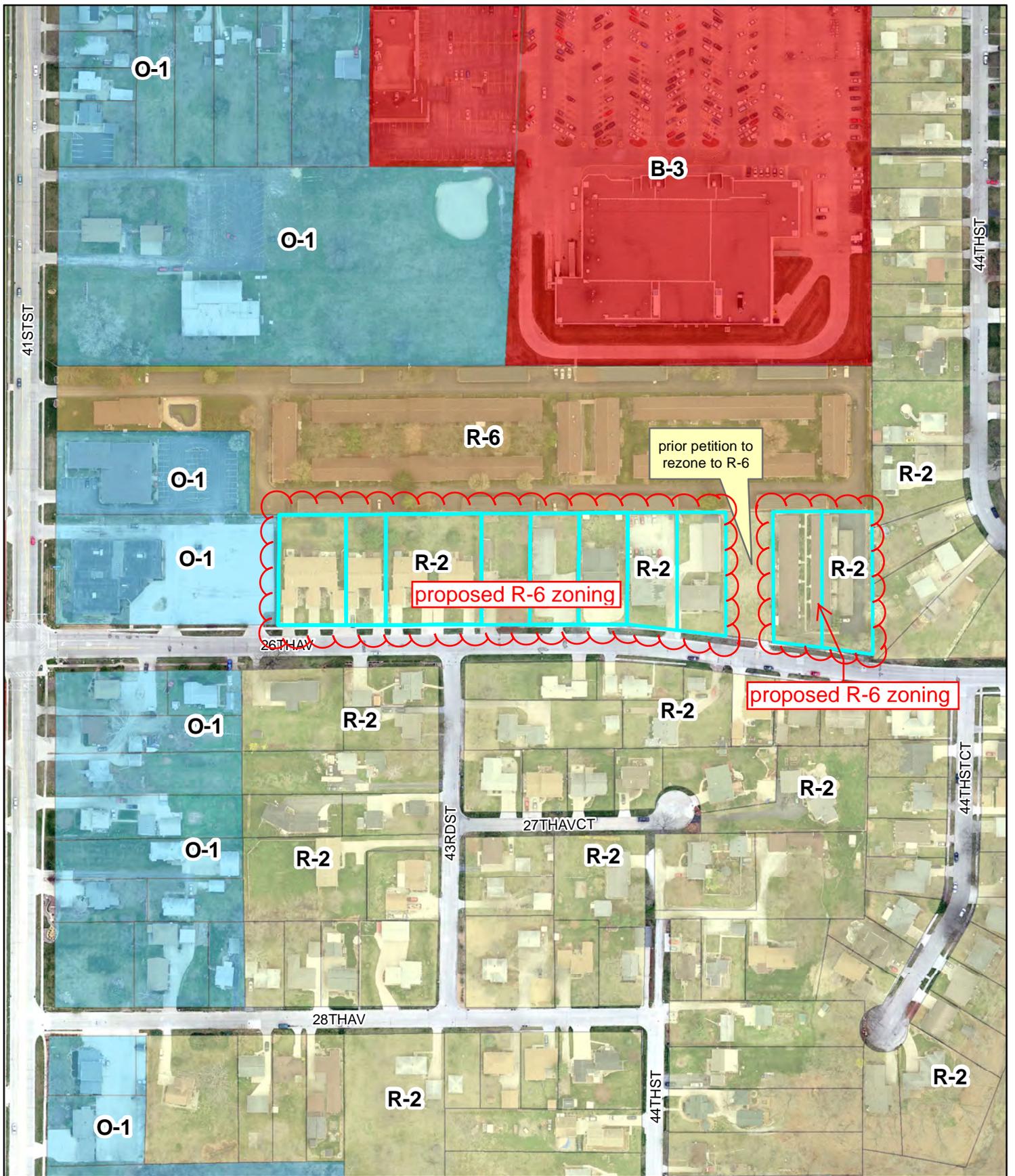


To the fullest extent of the law, 3M shall not under any circumstances be liable to Client or to Client's employees or agents, for any special, incidental, indirect or consequential damages (including, without limitation, loss of revenues) in any way related to this Agreement or to products or services provided under this Agreement, regardless of the legal theory asserted, including breach of warranty, breach of contract, strict liability, or negligence, even if 3M has been advised of the possibility of such damages.

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Property list
 PC 13-13
 Rezoning from R-2 to R-6 to correct zoning map error

Address	Parcel Number	Legal Description
2424 41 ST	0711302	LOT 2 BUSTARDS 1ST ADD
2424 41 ST	0711301	LOT 1 BUSTARDS 1ST ADD
4215 26 AVE	0711309-9	UNIT 9 THE ARBORS CONDOS
4217 26 AVE	0711309-8	UNIT 8 THE ARBORS CONDO
4219 26 AVE	0711309-7	UNIT 7 ARBORS CONDOS
4225 26 AVE	0711309-6	UNIT 6 THE ARBORS CONDOS
4227 26 AVE	0711309-5	UNIT 5 THE ARBORS CONDOS
4231 26 AVE	0711309-4	UNIT 4 THE ARBORS CONDOS
4233 26 AVE	0711309-3	UNIT 3 THE ARBORS CONDOS
4235 26 AVE	0711309-2	UNIT 2 THE ARBORS CONDOS
4237 26 AVE	0711309-1	UNIT 1 THE ARBORS CONDOS
4307 26 AVE	0711308	LOT 8 BUSTARDS 1ST ADD
4309 26 AVE	0711307-1	UNIT 1 SPENCE PARK CONDOS
4311 26 AVE	0711307-2	UNIT 2 SPENCE PARK CONDOS
4313 26 AVE	0711307-3	UNIT 3 SPENCE PARK CONDOS
4315 26 AVE	0711307-4	UNIT 4 SPENCE PARK CONDOS
4319 26 AVE UNIT 1	0711306-A	UNIT 1 QUAD MANOR CONDO
4319 26 AVE UNIT 2	0711306-B	UNIT 2 QUAD MANOR CONDO
4319 26 AVE UNIT 3	0711306-C	UNIT 3 QUAD MANOR CONDO
4319 26 AVE UNIT 4	0711306-D	UNIT 4 QUAD MANOR CONDO
4325 26 AVE	0711305	LOT 5 BUSTARDS 1ST ADD
4333 26 AVE	0711304	LOT 4 BUSTARDS 1ST ADD



PETITION FOR ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF MOLINE, ILLINOIS

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS

The undersigned petitioners respectfully show:

- 1. Petitioners are all of the owners of record of all the land within the following described territory and are at least 51 % of the Electors (registered voters) residing thereon. Said territory is described as follows:

Illinois Army National Guard Readiness Center, 5212 78th Avenue, Milan, IL 61264
See Exhibit A (attached) for legal description

- 2. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline, Illinois.
3. Your petitioners request that said described territory be included within the B-4 Highway/Intensive Business zoning district upon its annexation. This petition is expressly made subject to, and is conditioned upon, amendment by the City Council, immediately following the annexation of the described territory, of the City's zoning ordinance, so as to zone or classify the subject property in the B-4 district. If said territory will not be included within the B-4 zoning district, then this petition shall be null and void.

Table with 4 columns: NAME (Individual Signatures), LAND OWNER, AND/OR, ELECTOR. Row 1: Daniel M. Krumrei, BG, ILARNG, The Adjutant General, with an X in the LAND OWNER column.

- 4. Your petitioners hereby acknowledge the Zoning Ordinance requires a public hearing before the Plan Commission to consider such request and make a recommendation to the City Council as to whether said territory should be included within the zoning district requested.

State of Illinois)
) ss
County of Rock Island)

I, the undersigned, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY THAT DANIEL M. KRUMREI

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that (s)he (they) signed and delivered the said instrument as his (her) (their) free and voluntary act for the uses and purposes therein set forth.

Giver under my hand and notarial seal this 7th day of June A.D., 2013.

NOTARY PUBLIC
My Commission Expires 15 Oct 2015

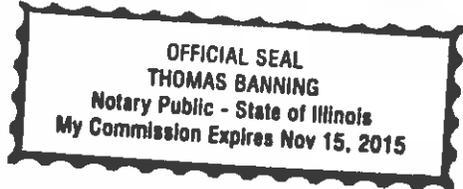


Exhibit A

Illinois National Guard Readiness Center
5212 78th Avenue, Milan, IL 61264
Parcel Number 1146-1

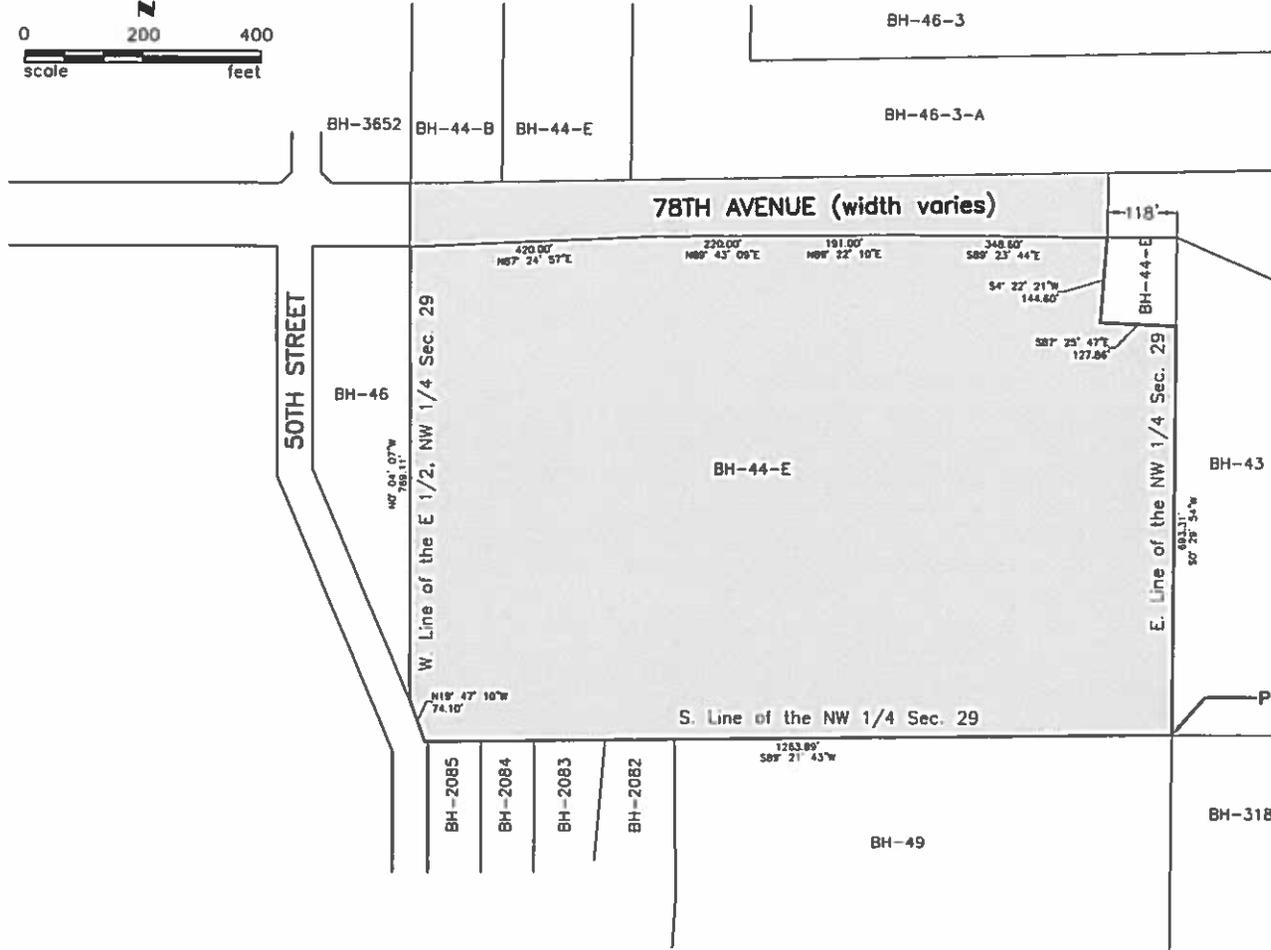
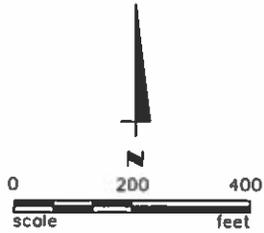
Annexation Description

Part of the East Half of the Northwest Quarter of Section 29, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of said Section 29, thence South 89 degrees 21 minutes 43 seconds West, 1263.89 feet to the east right of way line of 50th Street; thence North 19 degrees 47 minutes 10 seconds West, 74.10 feet on said east right of way line; thence North 0 degrees 04 minutes 07 seconds West, 769.11 feet on the west line of the East Half of the Northwest Quarter of said Section 29 to the south right of way line of County Highway No. 16, also known as 78th Avenue; thence North 87 degrees 24 minutes 57 seconds East, 420.00 feet on said south right of way line; thence North 89 degrees 43 minutes 09 seconds East, 220.00 feet on said south right of way line; thence North 89 degrees 22 minutes 10 seconds East, 191.00 feet on said south right of way line; thence South 89 degrees 23 minutes 44 seconds East, 348.60 feet on said south right of way line; thence South 04 degrees 22 minutes 21 seconds West, 144.60 feet; thence South 87 degrees 25 minutes 47 seconds East, 127.86 feet to the east line of the Northwest Quarter of said Section 29; thence South 0 degrees 29 minutes 54 seconds West, 693.31 feet on said east line to the point of beginning.

Also all that portion of 78th Avenue located between the west line of the East Half of the Northwest Quarter of said Section 29 and a line which is 118 feet west of the east line of the Northwest Quarter of said Section 29.

ANNEXATION PLAT



Annexation Description

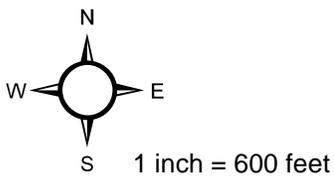
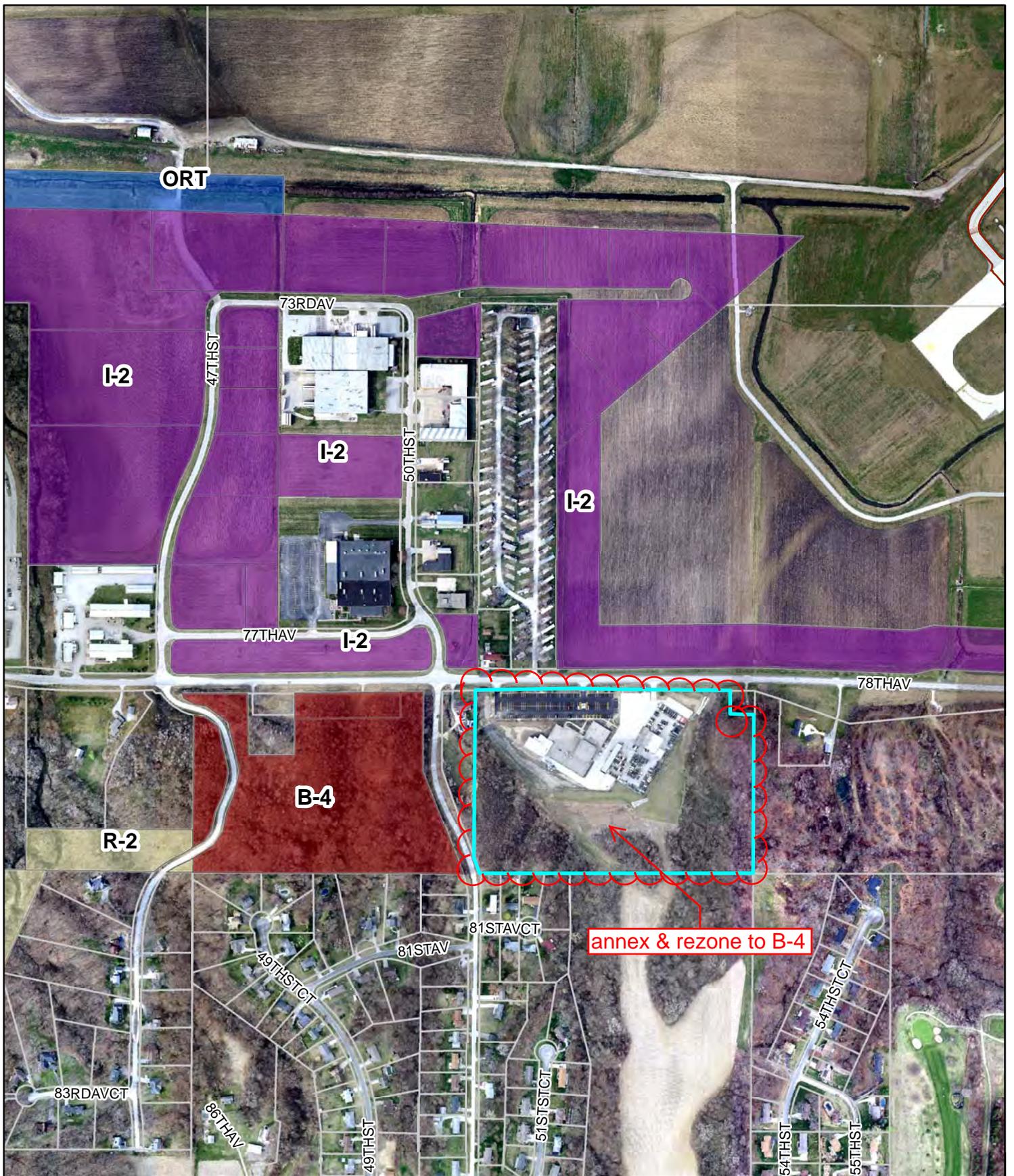
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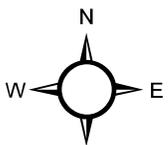
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PREPARED BY
CITY OF MOLINE, IL
ENGINEERING DIVISION





1 inch = 300 feet

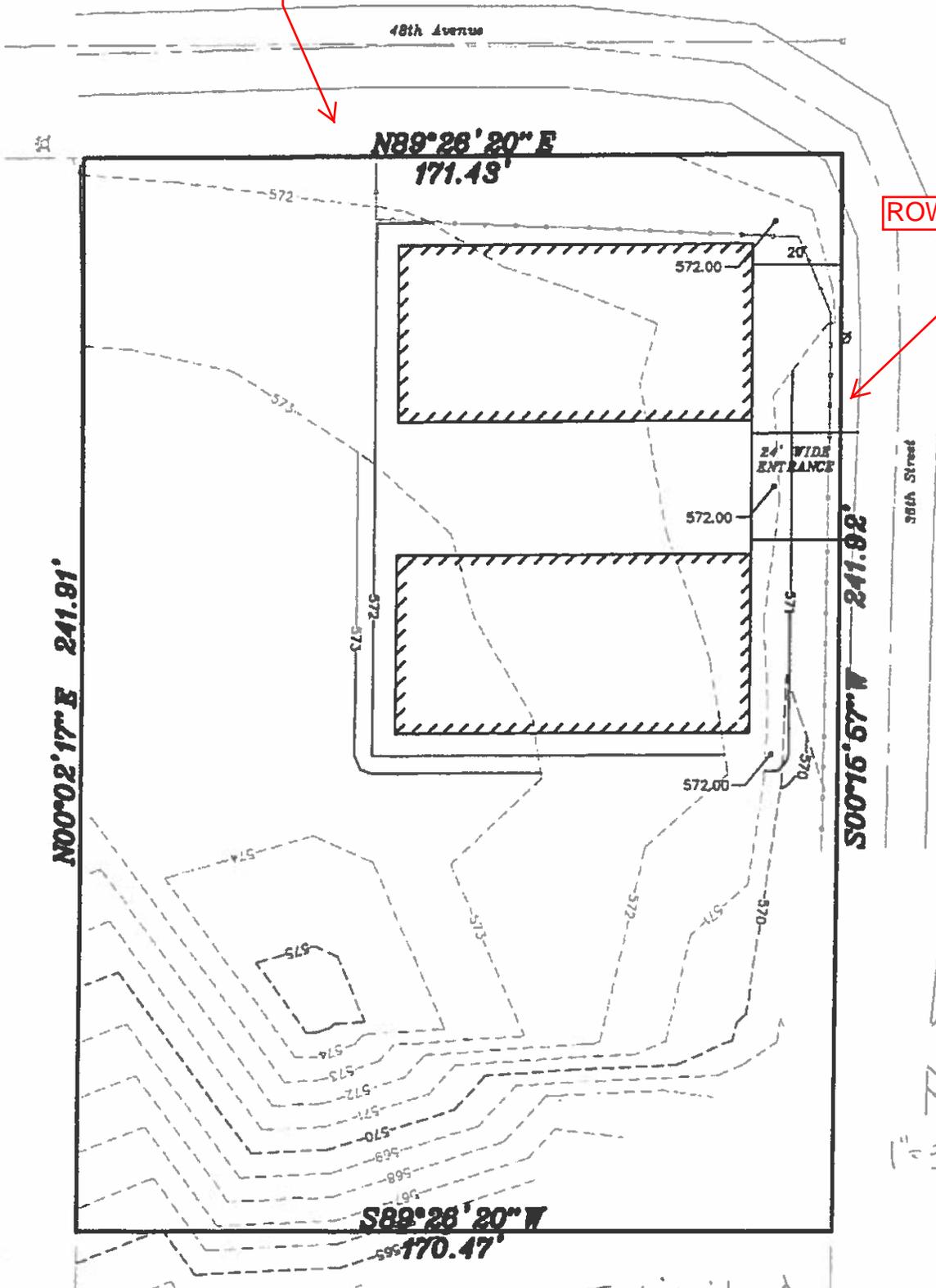


Looking west along 48th Avenue



Looking south along 38th Street

no ditch, adequate ROW width



ROW too narrow

1" = 30'

Exhibit A



APPLICATION
Request for Variance
To Delay Installation of a Public Sidewalk

For Staff Use Only
Date: 10/7/13
Case # _____
\$250.00 Application Fee
(NON-REFUNDABLE)

APPLICANT:

Name: NICHOLAS DEVOLDER Interest in Property: OWNER
Address: 3420 48TH AVE Moline
Phone: 309-314-1165 Email: NICKDEVOLDER@YAHOO.COM

LEGAL DESCRIPTION OF PROPERTY (from deed or survey):

LOT 4 ARNOLDS SUBD + N. 27' LOT 5
_____ also known as 3420 48TH AVE and zoned I-1
(address)

APPLICANT REQUEST:

The applicant petitions the City Council for a variance to delay construction of a public sidewalk at the above location.

APPROVAL POLICY AND CRITERIA:

Sidewalks are a fundamental component of good land development. Sidewalks provide essential linkages between neighborhoods, allow for the safe movement of the pedestrian public, and contribute to the community's health, safety, and welfare by enhancing those areas of the public realm. The Subdivision Code explicitly states: "Sidewalks shall be installed on both sides of all streets. Sidewalks shall be installed at the time the lot is developed or prior to issuance of the Occupancy Permit."

A request for a variance to the sidewalk requirements of the Subdivision Code is not always permanent, and it may not reduce the expense required to install a sidewalk. The City Council reserves the right to require installation of a sidewalk at a later date as circumstances change, or it may require the developer or property owner to pay an amount equal to the cost of installing the sidewalk for which the variance has been sought.

A variance is not a right. It may be granted to an applicant only if the applicant establishes that strict adherence to this Code will result in undue hardship because of site characteristics that are not applicable to most other properties. Such variances shall be granted only when the applicant establishes that all of the following criteria are satisfied (please respond to each of the following criteria):

- 1. An unnecessary hardship exists that was created by topographical or other conditions peculiar to this site.

THERE IS CURRENTLY NO EXISTING SIDEWALKS
IN THE AREA TO CONTRAST TO. THIS IS AN
INDUSTRIAL AREA WITH FEW PEDESTRIANS.

- 2. Pedestrian Safety.

THIS IS A LOW TRAFFIC AREA WITH LARGE GRAVEL SHOULDERS. THIS IS AN INDUSTRIAL AREA WITH MINIMAL PEDESTRIAN USAGE

3. The proximity of connection to the existing sidewalk network.

THERE ARE NO EXISTING SIDEWALKS ANYWHERE IN THE AREA. THE SIDEWALKS WOULD NOT CONNECT TO ANYTHING.

4. Planned future development or redevelopment of surrounding properties.

ALL CONNECTING PROPERTIES ARE ALREADY DEVELOPED OR WILL NOT BE DEVELOPED DUE TO BEING A WETLAND AREA.

5. The classification of street and its type of construction.

ASPHALT / GRAVEL

6. Planned future street improvements.

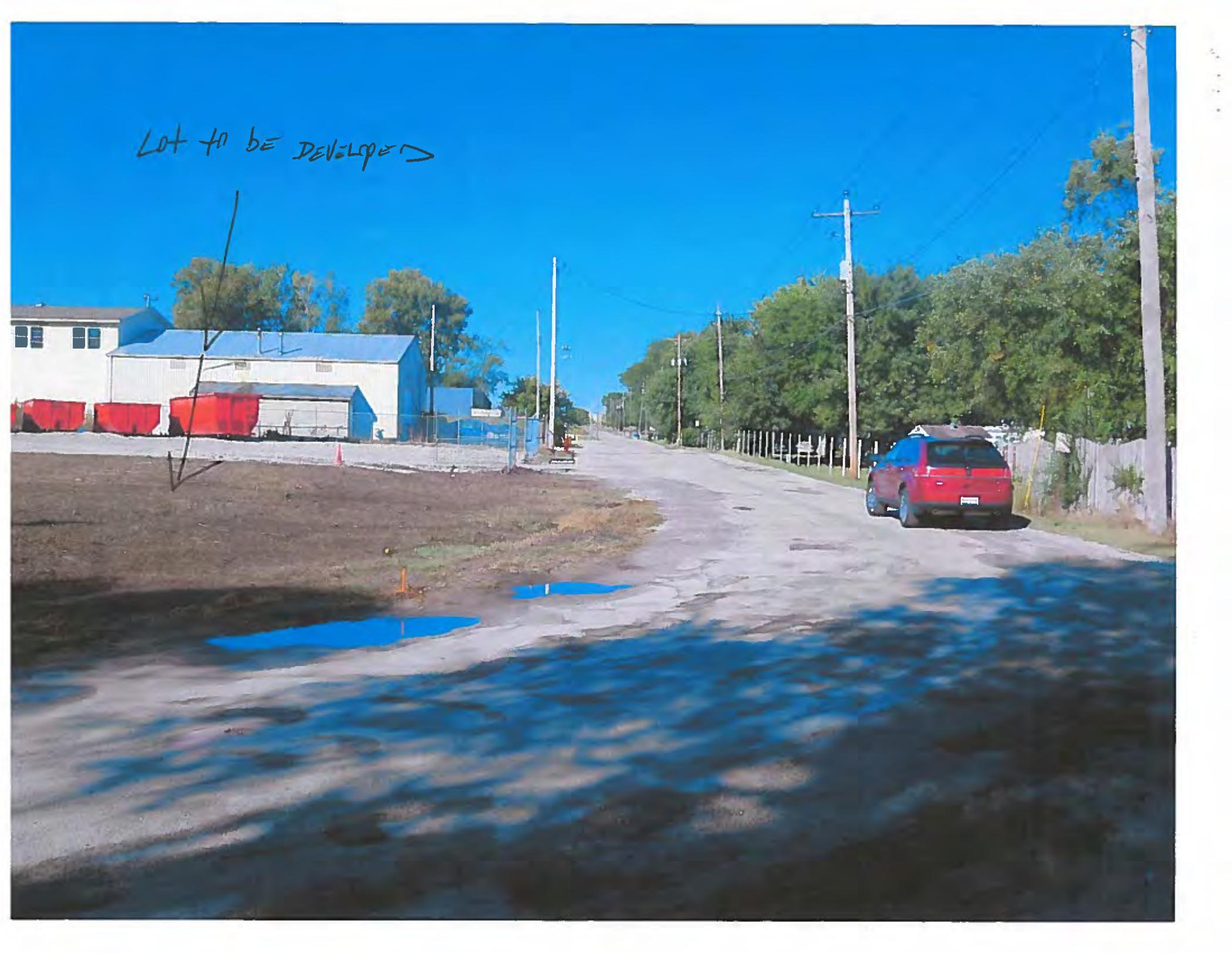
UNKNOWN TO ME.

(If you have additional comments, please attach to the application.)

Signature of Applicant: 

Date: 9.30-13

Lot to be developed



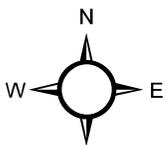
LOT TO BE DEVELOPED



APPROX.
PROPERTY LINE

LOT TO BE
DEVELOPED





1 inch = 200 feet

CONTRACT

VEGETATION & NUISANCE ABATEMENT PROGRAM JANUARY 1, 2014 - DECEMBER 31, 2015

This agreement entered into this ___ day of _____, A.D., 2013, between Kymbyl Complete Kare, Inc., of 1411 W. 5th Street, Coal Valley, IL 61240, hereinafter "Contractor" and the City of Moline, Illinois, hereinafter "City."

Witnesseth, that Contractor, for and in consideration of the payments to be made to it by the City, as herein set forth, hereby covenants and agrees to and with the City, that it shall and will in a good and workmanlike manner furnish all the labor and material for compliance with the request for bid documents for Vegetation and Nuisance Abatement Services.

All work under this contract shall be performed under the direction and to the satisfaction of the Deputy City Attorney, or his or her designee and in accordance with the bid specifications, which are hereby made a part of this contract as if fully set forth herein. The contract term shall commence on January 1, 2014, and end on December 31, 2015, or at the Deputy City Attorney's discretion, as set forth in the incorporated bid specifications.

It is further provided that the Contractor shall upon the sealing of this contract, file with the City of Moline, a good and sufficient Certificate of Insurance naming the City, its employees and agents acting within the scope of their duties as additional insureds on the Contractor's General Liability Insurance policy, with minimum limits in the sum of \$1,000,000 per occurrence and \$2,000,000 aggregate.

The Contractor understands that this contract does not guarantee a minimum amount of dollars owed to the Contractor by the City.

KYMBYL KOMplete KARE, INC.

By: _____
Bill Gordon, President

Date: _____

CITY OF MOLINE, ILLINOIS,
a municipal corporation,

By: _____
Scott Raes, Mayor

Date: _____

ATTEST

By: _____
Tracy A. Koranda, City Clerk

Date: _____

Approved as to form:

Maureen E. Riggs
City Attorney

PROPOSAL

TO THE OWNER, CITY OF MOLINE

1. PROPOSAL OF KUMBYL COMPLETE CARE INC
1411 W 5TH ST, COAL VALE, IL 61240
BILL GORDON 309-235-2364 309-799-3959
(Name, Address and Contact Phone of Bidder)

For the improvements, designated as follows:

VEGETATION & NUISANCE ABATEMENT PROGRAM
JANUARY 1, 2014 - DECEMBER 31, 2015
Bid Date: October 2, 2013

2. The specifications for the proposed improvements are those prepared by the City of Moline Law Department, which cover the work described in paragraph 1 above.
- The specifications herein referred to are the **Standard Specifications for Vegetation and Nuisance Abatement Program**.
3. The undersigned agrees to complete all work covered by this contract by:
- The time limits stated within the special provisions of this contract. The contract expires December 31, 2015, or at the Deputy City Attorney's discretion.
4. Accompanying this proposal is a bid bond, bank draft, cashier's check, or certified check, complying with the requirements of the specifications made payable to **CITY OF MOLINE**. The amount of the check, bid bond or draft is **\$100.00**.
5. If this proposal is accepted and the undersigned shall fail to execute a contract as required herein, it is hereby agreed that the amount of the check or draft referred in paragraph 4, shall become the property of the City, and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract; otherwise said check or draft, substituted in lieu thereof, shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK,
BID BOND OR CERTIFIED CHECK HERE

In the event that one check or bank draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual proposals covered.

6. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract.
7. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or the City of Moline, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of conviction for the violation of the State laws prohibiting bid-rigging or bid-rotating.

SCHEDULE OF PRICES

The person submitting this proposal does hereby declare and stipulate that this proposal is made in good faith, without collusions or connection with any other contract bidder for the same work, and that said quotation is made in pursuance of and subject to all terms and conditions of the foregoing instruction, for the following amounts.

<u>Bid Price Per Hour</u>	<u>2014</u>	<u>2015</u>
Vegetation Abatement Services	\$ <u>32.00</u>	\$ <u>35.00</u>
Nuisance Abatement Services	\$ <u>32.00</u>	\$ <u>35.00</u>

The following prices need not be per hour:

Show Up Fee (Flat fee to be charged when contractor shows up to perform work and the work has already been performed by the property owner or agent.)	\$ <u>15.00</u>	\$ <u>15.00</u>
Landfill charges	\$ <u>15.00/CU YARD</u>	\$ <u>15.00/CU YARD</u>

Equipment to be utilized is as follows:

Mower (s) NUMEROUS COMMERCIAL GRADE MOWERS
FROM 21" TO 6'

Trimmer (s) NUMEROUS COMMERCIAL GRADE TRIMMERS

Other ADDITIONAL EQUIPMENT AS NECESSARY TO PERFORM JOB

Kymbul Komplett Kane, Inc
Contractor

1411 W 5TH ST
Address

COAL VALLEY IL
City and State

309-235-2364
Contact Phone Number


Authorized Signature

9-30-13
Date

 Illinois Department of Transportation Local Agency Amendment # 1 for Federal Participation	Local Agency City of Moline	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 06-00234-00-LS	Fund Type: ARE	ITEP and/or SRTS Number 202024		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-018-07	ARA-00D2(132)				

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

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Type of Work	Amended Division of Cost							
	FHWA	%	STATE	%	LA	%	Total	
Participating Construction	666,361.06	(*)		()	166,590	(BAL)	832,951.06	
Non-Participating Construction	()	()	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	()	()	
Right of Way	()	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	()	
Materials	()	()	()	()	()	()	()	
TOTAL	\$ 666,361.06		\$		\$ 166,590		\$ 832,951.06	

* 80% ARE funds NTE \$666,361.06

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

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

APPROVED
Local Agency

Name of Official (Print or Type Name)

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

(Signature) _____
Date

APPROVED
State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation _____
Date

By: _____
Aaron A. Weatherholt, Deputy Director of Highways _____
Date

Omer Osman, Director of Highways/Chief Engineer _____
Date

Michael A. Forti, Chief Counsel _____
Date

Tony Small, Acting Director of Finance and Administration _____
Date

The above signature certifies the agency's TIN number is _____ conducting business as a Governmental Entity.
DUNS Number _____

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

TERM SHEET
Riverbend Commons
October 17, 2013
(FINAL DRAFT)

1. Developer:

Three Corners Development, Inc. will form a single purpose development entity (the "Developer"), to facilitate construction and leasing of the Project (as hereinafter defined). The Developer intends to develop the Phase I of the Riverbend Commons redevelopment ("the Project"), which is defined in Section 3 below.

2. Developer Address:

Three Corners Development, Inc.
15426 S 70th Court
Orland Park, IL 60462
Attn: Christopher Woods and Mark Marshall

3. Project:

The Developer will construct a mixed use project consisting of a 107,990 square foot student housing facility that will be known as the Mills at Riverbend Commons and a 20,087 retail use in the same building.

There will be 240 beds in the student housing facility consisting of approximately 15 two-bed studio units, 45 two bed, two bedroom units, and 30 four bed, four bedroom units.

The retail portion is anticipated to include such uses as food, lifestyle, fitness and healthcare.

The site is located just east of downtown Moline on a 15.5 acre site at the intersection of River Drive and 29th Street that is adjacent to the Western Illinois University-Quad Cities campus.

Hereinafter defined as (the "Project").

4. City Financing:

The City intends to negotiate a redevelopment agreement (the “Redevelopment Agreement” or “RDA”) with the Developer for a \$4 million contribution of capital as follows:

The City will deposit the \$4 million into a construction escrow (the “City Construction Escrow”) at which time all developer equity and senior construction debt is also placed into escrow in an amount that will facilitate construction of the entire project. The Developer will make construction draws against the City Construction Escrow as it incurs project costs, following submission of City-approved requests for payment, on a monthly basis. To the extent possible, the City Construction Escrow will reimburse for eligible costs under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et. seq.) (the “Act”). However, should there not be enough eligible costs to draw \$4 million; the City will release these funds for general project costs. The construction escrow agreements will determine the order of the release of the funds. It is anticipated that the order of spending of the funds will be the Developer’s equity first, the City’s equity second, and the senior debt construction funds last. However, this may vary if TIF eligible costs are being reimbursed. In such a case, the Developer will submit to the City a request for certification of the TIF eligible cost and to the extent deemed TIF eligible, the City may approve the draw request out of the City’s fund at that time. The Developer will submit all appropriate documentation, as is reasonable and requested by the City, to determine TIF eligibility.

5. Land Conveyance

Upon closing, the Developer will purchase the eastern most 5 acres or such size necessary to complete the project as indicated in Attachment A (Phase I Schematic) which is a portion of *Lot 1 Technology Corridor 1st Addition* (Attachment B) (the “Phase I Project Land”). As an attachment to the Redevelopment Agreement, the City will provide a survey legally describing the exact lot dimensions of the Phase 1 Project Land.

The Developer will pay \$1.7 million for the land. The City will convey fee simple title to the land with all necessary environmental representations and warranties for the Developer to immediately commence construction.

6. City's Right to Purchase the Land After Conveyance

A first right to purchase provision shall be placed in the RDA requiring the individual deeds to contain a first right to purchase clause providing that in the event the Developer terminates this Agreement prior to the issuance of a Certificate of Completion, or in the event the Developer is found to be in default under the RDA, based on at least thirty (30) days' notice from the City, with all applicable cure periods having expired subsequent to the conveyance of any of the parcels, then the Developer, at the request of the City, shall convey title to the Property back to the City, upon written demand to do so by the City, with said conveyance to the City to be pursuant to a real estate sales contract attached to the RDA as an Exhibit. If the Developer is found in default under this agreement, the City will have the right to purchase the land back from the Developer for the amount paid for it (\$1.7 million). Should the City exercise its right to repurchase the land and after construction and other liens are placed on the property, the City may exercise their right to repurchase the land after at which time all construction liens are satisfied or mutually settled. The City may, at their sole discretion, negotiate with the construction lender and all lien holders a mutual settlement. Should the City exercise their right to repurchase, it will City's obligation to mutually settle the lien holders. The City recognizes that the encumbrances on the land must be mutually settled before a reconveyance of land could occur. The City has 120 days from the time of default to exercise this right. This right to repurchase the land will expire upon issuance of the Certificate of Completion. This right to repurchase will be secured by a covenant that will run with the land.

7. Other Project Financing and Development Fee:

The Developer will contribute the sufficient debt and equity capital to finance the Project in entirety. Additionally, the Developer agrees to defer \$500,000 of its development fee from the Project until the sooner of the commencement of Phase 2 (to be defined in the RDA) or 18 months after commencement of construction of the Project.

8. Certificate of Completion:

The Completion Certificate for this development shall be issued upon the following conditions being met:

- Completion of construction for all structures and all public infrastructure improvements required.
- Issuance of all Certificates of Occupancy for buildings in that phase of the Project by the City, not to be unreasonably withheld.
- The retail portion of the individual phase of the Project is at least 65 % leased.
- The student housing portion is at least 90% leased and occupied.

9. City Approvals:

The City must approve initial plans and specifications, a survey, and certain to be determined changes in Project scope.

10. DBMT Process:

The City and the Developer will follow the City's Design Build Management Process ("DBMT") process through Renew Moline.

11. Exclusivity

Until at which time a Certificate of Completion issued, the City agrees not to financially assist any other development that includes student housing without the Developer consent not to be unreasonably withheld.

12. Future Phases:

The Developer agrees to provide the City with schematic plans for Phase 2A of this development by June 30, 2014. The Developer will also make every good faith effort to develop all future phases. The Developer will agree not to request additional municipal incentives for future phases until at which time the \$4 million is fully repaid through increased property, sales and other revenues.

13. Subordinate Mortgage:

Until a Certificate of Completion is issued, the City will have a subordinate mortgage on the property to secure its \$4 million contribution. This mortgage will automatically subordinate to any private debt and equity financing necessary for the project. This subordinate mortgage will be released upon the Certificate of Completion.

14. Developer Requirements for Closing of Land

Full funding of developer equity, lender financing and City financing to be put into construction escrow, copy of owner title policy, UCC, tax and judgment searches, and opinion of counsel as to the Developer's ability to enter into the agreement.

15. Performance bonds:

Payment and performance bonds are required for any work in the public way in an amount to be in compliance with City ordinance and state statute.

16. Bid Requirement and Prevailing Wages:

There are no public bid requirements associated with this Project, except for work performed in the public right -of-way. The Developer will also commit to pay prevailing wages.

17. Limits on Developer Action:

Until a Certificate of Completion is issued by the City, the Developer may not, without the City's reasonable consent enter into a transaction that would cause a material and detrimental change to the Developer's financial conditions including: (i) merge, liquidate or consolidate, (ii) sell, lease or transfer the property in said phase or all or substantially all of its property (other than retail leases , sale of outlots or retail pads, if applicable, and similar transactions contemplated herein), (iii) enter into any transaction outside the ordinary course of business, or (iv) assume or guarantee the obligations of any other person or entity.

The Developer may not, at any point, apply for tax-exemption on the land or elect tax-exempt status. Furthermore, if the property is sold to a tax-exempt entity, that entity must pay the normal property taxes as levied by the assessor for the property unless otherwise agreed to in writing by the City. This provision will be secured by a covenant that will run with the land.

18. Limitations on Appealing Taxes:

Without written consent of the City, the Developer may not appeal taxes below an equalized assessed value ("EAV") for the Project that will result in total property taxes below \$140,000 per year. This provision will commence on January 1 of the subsequent calendar year following the issuance of the C of O by the City and will terminate upon expiration date of the current life of the TIF District. However, should the assessed value of the Project in any given year come in below an assessed value that results in a tax of \$140,000 not due to an appeal, the Developer has no obligation to appeal the assessed value up or provide for any additional payment beyond that which is due based on that assessment for that year.

The Developer may not, at any point, apply for tax-exemption on the land or elect tax-exempt status. Furthermore, if the property is sold to a tax-exempt entity, that entity must pay the normal property taxes as levied by the assessor for the property unless otherwise agreed to in writing by the City.

This provision will be secured by a covenant that will run with the land.

19. Limits on Other Financing:

Prior to the issuance of the Certificate(s) of Completion, City consent is required for any financing other than Lender and Equity Financing to facilitate construction of the Project. After issuance of the Certificate of Completion, all City restrictions will expire.

20. Title Company for Closing:

To be determined

21. Future Bond Issuance

The Developer will assist the City in any future bonding efforts related to this TIF district by providing all information necessary. In no case will the Developer be obligated to assume any costs of City bonding not associated with this specific transaction.

22. Economic Disclosure Statements - Principals, Structure and Partners in LLC's

Developer will comply with City requirements for disclosure of individuals, corporations or other entities who are party to the developer's legal ownership and the Redevelopment Agreement.

23. City Remedies upon Default

The RDA will contain all reasonable and customary default provisions for real estate transactions. In addition, the RDA will specifically provide for a subordinate and covenants that run with the land as described above.

24. Good Faith Efforts

City shall assist developer and make good faith effort to approve and provide traffic control signals at 29th Street and River Drive and 25th Street and River Drive. Developer shall include the costs associated with such approval and installation in future budgeting and phases.

City shall provide the Developer with a cost sharing arrangement for Marketing efforts and supporting collateral for the Riverbend Commons site.