



MOLINE CITY COUNCIL AGENDA

Tuesday, May 5, 2015

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Turner

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

COUNCIL MEMBER	PRESENT	ABSENT
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes & Appointments

Committee-of-the-Whole and Council meeting minutes of April 28, 2015 and appointments made during the Committee of the Whole.

Second Reading Ordinances

1. Council Bill/General Ordinance 3015-2015

An Ordinance amending Chapter 22, “OFFENSES - MISCELLANEOUS,” of the Moline Code of Ordinances, Section 22-2100, “DISORDERLY CONDUCT,” by enacting one new subsection (e) entitled “Minors involved in electronic dissemination of indecent visual depictions,” and by enacting one new subsection (f) entitled “Penalty.”

Explanation: City Staff seeks to amend Chapter 22, “OFFENSES - MISCELLANEOUS,” of the Moline Code of Ordinances to add provisions concerning minors involved in the electronic dissemination of indecent visual depictions. This offense has recently become an issue as a result of the prevalence of the possession of cell phones, tablets and other electronic communication devices by minors. Amending Section 22-2100 to add subsections (e) and (f) to address the electronic dissemination of indecent visual depictions and penalties for said violation will provide clarity as to how to handle said offenses in line with the State statutes, and will provide an alternative means of charging minors with possession of indecent visual depictions.

Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication

2. Council Bill/General Ordinance 3016-2015

An Ordinance amending Chapter 35, “Zoning and Land Development,” of the Moline Code of Ordinances, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (Daniel Palmer, on behalf of Nordav Growth Partners, LLC; 1510 47th Avenue and three other vacant parcels, Lots 10, 11 and 12 of Southpark West).

Explanation: This ordinance will rezone a 4.9-acre tract at 1510 47th Avenue, Moline, and three other adjacent vacant parcels, Lots 10, 11 and 12 of Southpark West, owned by Nordav Growth Partners, LLC, from I-1 Light Industrial to B-4 Highway/Intensive Business District. Additional documentation attached.

Fiscal Impact: N/A
Public Notice/Recording: Public notice was given on March 24, 2015

3. Council Bill/General Ordinance 3017-2015

An Ordinance enlarging corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 1210 38th Avenue.

Explanation: The City has received a petition of annexation filed by the owners of record of 1210 38th Avenue. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending annexations. City staff has found this annexation to be in the best interests of the City. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: Public notice given on April 12, 2015

4. Council Bill/General Ordinance 3018-2015

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by including 35th Avenue, on the north side, from 38th Street east 325 feet.

Explanation: Traffic Committee reviewed request and recommends approval.

Fiscal Impact: N/A

Public Notice/Recording: N/A

5. Council Bill/General Ordinance 3019-2015

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by including 35th Avenue Court, on the east side, from a point 325 feet east of 38th Street, southeasterly to end of cul-de-sac.

Explanation: Traffic Committee reviewed request and recommends approval.

Fiscal Impact: N/A

Public Notice/Recording: N/A

6. Council Bill/Special Ordinance 4012-2015

A Special Ordinance authorizing the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and S.J. Russell L.C. for the “The Point” redevelopment project and to execute any necessary agreements referenced therein; and authorizing appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.

Explanation: The City of Moline wishes to enter into a Performance Based Development Agreement with S.J. Russell L.C. for the redevelopment of property consisting of approximately 15.21 gross acres with approximately 9.00 usable acres (392,040 sf), located at 635 10th Avenue, Moline, Illinois, parcel number 08-5348, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), which property shall be known as The Point. The City wishes to support the redevelopment by granting certain incentives to include TIF. The project will consist of the redevelopment of the property into 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I, as well as landscaping and other improvements to redevelop the site. Additional phases may also follow with further development. Additional documentation attached.

Public Notice/Recording: N/A

Fiscal Impact: N/A

7. Council Bill/Special Ordinance 4013-2015

A Special Ordinance vacating a 30’ x 115’ piece of 2nd Avenue right-of-way to George Pokrajac, 201 48th Street, Moline.

Explanation: George Pokrajac of A&A Refrigeration, 201 48th Street, is requesting that the City of Moline vacate a portion of right-of-way (ROW) at 2nd Avenue. This 30’ x 115’ piece of 2nd Avenue ROW is only used by the applicant or his customers and employees. The applicant is the only adjacent property owner to the

ROW so there are no objections from surrounding property owners. There are City utilities located under the ROW and the City will retain a utility easement over the property. The fair market value of this property was determined by City staff to be \$5,175, which the applicant will pay to the City upon approval of the ROW vacation. Additional documentation attached.

Public Notice/Recording: Planning Department will record
Fiscal Impact: \$5,175 to the City

8. Council Bill/Special Ordinance 4014-2015

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the QC Distance Classic scheduled for Sunday, May 10, 2015.

Explanation: This is an annual event and has been reviewed and approved by the Special Event Committee.

Public Notice/Recording: N/A
Fiscal Impact: N/A

Resolutions

9. Council Bill/Resolution 1053-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Civil Constructors, Inc. for Project #1228, 2015 Bridge Maintenance Repairs, in the amount of \$338,735.00.

Explanation: Bids were opened and publically read on April 21, 2015 for Project #1228 with the following results:

\$338,735.00	Civil Constructors, Inc.
\$413,547.50	General Constructors, Inc. of the Quad Cities
\$487,852.75	Brandt Construction Co.

Project #1228 includes painting and expansion joint repair on the 16th Street Viaduct (Arsenal Bridge) and the 12th Avenue bridge over 15th Street.

Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	475,000.00	338,735.00	510-9965-438.08-20
Water			310-1716-434.04-25
WPC			320-1840-433.04-20
Storm			330-1971-433.08-35
	\$475,000.00	\$338,735.00	

Public Notice/Recording: N/A

Omnibus Vote

Non - Consent Agenda

First Reading Ordinances

10. Council Bill/General Ordinance 3020-2015

An Ordinance amending Chapter 4, "ALCOHOLIC LIQUOR," of the Moline Code of Ordinances, by repealing Sections 4-3101, 4-3208(b) and (e), 4-3311 in their entirety and enacting in lieu thereof new Sections 4-3101, 4-3208 (b) and (e), and 4-3311 dealing with the same subject matter; enacting new Sections 4-3312 and 4-3313 and consecutively renumbering the remaining subsections of Division 3; amending the renumbered Section 4-3317; and enacting one new Section 4-3407.

OMNIBUS VOTE		
Council Member	Aye	Nay
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Parker		
Wendt		
Zelnio		
Mayor Raes		

Explanation: The Local Liquor Control Commissioner and City staff met recently to review potential changes to the City's liquor code as a result of requests made by individuals and the various City Departments. Following review, the Commissioner and staff determined that certain amendments to the City's liquor code

will increase business in the City without compromising the safety and security of its residents, businesses, visitors and public safety personnel and will improve certain existing procedures.

Fiscal Impact: N/A
Public Notice/Recording: Pamphlet Publication

11. Council Bill/Special Ordinance 4015-2015

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Young Life “You Were Made for This 5K” scheduled for Saturday, May 16, 2015.

Explanation: This is an annual event and has been reviewed and approved by the Special Event Committee.

Public Notice/Recording: N/A
Fiscal Impact: N/A

Miscellaneous Business (if necessary)

Public Comment

Members of the Public are permitted to speak after coming to the podium and stating their name.

Executive Session (if necessary)

AN ORDINANCE

AMENDING Chapter 22, "OFFENSES - MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-2100, "DISORDERLY CONDUCT," by enacting one new subsection (e) entitled "Minors involved in electronic dissemination of indecent visual depictions," and by enacting one new subsection (f) entitled "Penalty."

WHEREAS, City Staff seek to amend Chapter 22, "OFFENSES - MISCELLANEOUS," of the Moline Code of Ordinances to add provisions concerning minors involved in the electronic dissemination of indecent visual depictions; and

WHEREAS, this offense has recently become an issue in lieu of the possession of cell phones, tablets and other electronic communication devices by minors; and

WHEREAS, the Code is silent as to this offense and any penalties to be assessed to minors involved in the electronic dissemination of indecent visual depictions; and

WHEREAS, amending Section 22-2100 to add subsections (e) and (f), which address the electronic dissemination of indecent visual depictions and penalties for said violation, will provide clarity as to how to handle said offenses in line with the state statutes.

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

Section 1 – That Chapter 22, "OFFENSES - MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-2100, "DISORDERLY CONDUCT," is hereby amended by enacting one new subsection (e) entitled "Minors involved in electronic dissemination of indecent visual depictions," and by enacting one new subsection (f) entitled "Penalty," which shall read as follows:

"SEC. 22-2100. DISORDERLY CONDUCT.

* * * * *

(e) **Minors involved in electronic dissemination of indecent visual depictions.**

(1) For the purposes of this Section:

"Computer" has the meaning ascribed to it in Section 17-0.5 of the Illinois Criminal Code of 2012.

"Electronic communication device" means an electronic device, including but not limited to a wireless telephone, personal digital assistant, or a portable or mobile computer, that is capable of transmitting images or pictures.

"Indecent visual depiction" means a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the unclothed or transparently clothed genitals, pubic area, buttocks, or, if such person is female, a fully or partially developed breast of the person.

"Minor" means a person under eighteen (18) years of age.

- (2) A minor shall not distribute or disseminate an indecent visual depiction of another minor through the use of a computer or electronic communication device.
- (3) Nothing in this Section shall be construed to prohibit a prosecution for public indecency, child pornography, a violation of Article 26.5 Harassing and Obscene Communication of the Illinois Criminal Code of 2012, bringing an action pursuant to 705 ILCS 405/3-40, or any other applicable provision of law.
- (f) **Penalty:**
 - (1) Any person violating Section 22-2100(a)(1), (a)(7) or (a)(10) shall be subject to a mandatory fine as follows: not less than fifty dollars (\$50.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense, not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense, and not less than three hundred fifty dollars (\$350.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.
 - (2) Any person violating Section 22-2100(a)(6), (a)(8), (a)(9), or Section 22-2100(b), (c), (d) or (e) shall be subject to a mandatory fine as follows: not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense, not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense, and not less than four hundred dollars (\$400.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.
 - (3) Any person violating Section 22-2100(a)(5), (a)(11) or (a)(12) shall be subject to a mandatory fine as follows: not less than two hundred fifty dollars (\$250.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense, not less than five hundred dollars (\$500.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second or subsequent offense.
 - (4) Any person violating Section 22-2100(a)(2), (a)(3) or (a)(4) shall be subject to a mandatory fine as follows: not less than five hundred dollars (\$500.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first or subsequent offense. In addition to the mandatory fine set forth herein, any person violating Section 22-2100(a)(2), (a)(3) or (a)(4) shall be required to pay restitution to the City of Moline for its reasonable costs incurred in responding to the false report. Such restitution shall not exceed seven hundred fifty dollars (\$750.00)."

Section 2 – That this ordinance shall be in full force and effect from and after passage, approval and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3016-2015

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 35, "Zoning and Land Development," of the Moline Code of Ordinances, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (Daniel Palmer, on behalf of Nordav Growth Partners, LLC; 1510 47th Avenue and three other vacant parcels, Lots 10, 11 and 12 of Southpark West).

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

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

WHEREAS, this Council finds and declares that a change from "I-1" (Light Industrial District) to "B-4" (Highway/Intensive Business District) zoning will more accurately reflect the Comprehensive Plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in Chapter 35, "Zoning and Land Development" of the Moline Code of Ordinances ("Code").

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

Section 1 – That the following described territory shall be, and the same is, hereby changed from zoning classification "I-1" (Light Industrial District) provided in Section 35-3313 of said Code, to zoning classification "B-4" (Highway/Intensive Business District), as provided in Section 35-3311 of said Code.

Lot 10, 11, 12, and 13 of SOUTHPARK WEST, an Addition to the City of Moline, Situated in the County of Rock Island and the State of Illinois.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

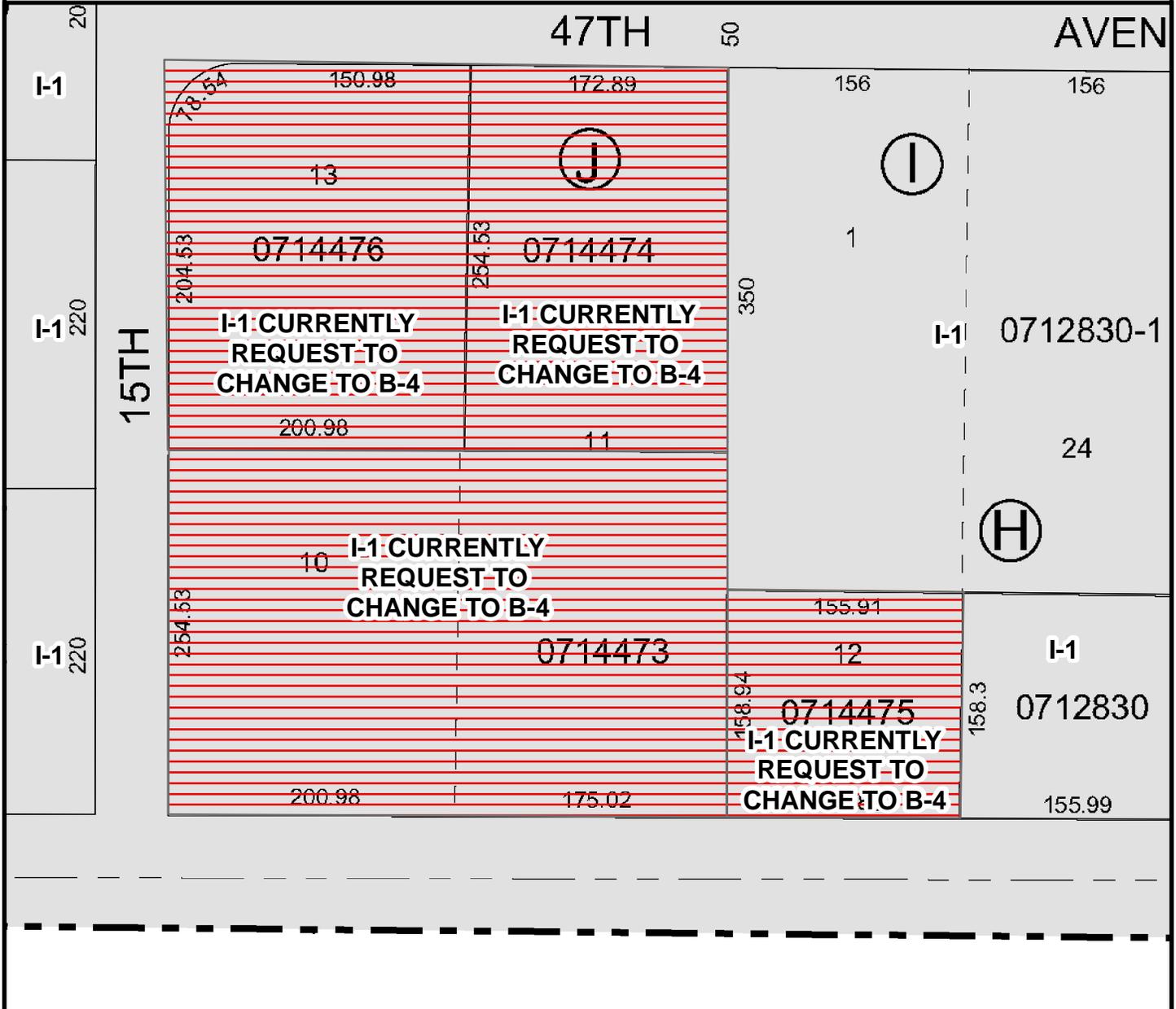
Approved as to Form:

City Attorney

REZONING APPLICATION

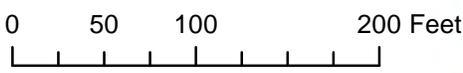
I-1 to B-4

City of Moline, Illinois



Legend

- ReZone
- Parcels
- Existing Corporate Limits



Plan Commission Meeting: April 8, 2015
 Applicant: Daniel Palmer
 Owner: Nordav Growth Partners
 Parcels: 07-14473; 07-14474; 07-14475; 07-14476

Prepared by the City of Moline
 Planning & Development Department

Council Bill/General Ordinance No. 3017-2015
Sponsor: _____

AN ORDINANCE

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

1210 38th Avenue.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

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

WHEREAS, said petition is duly sworn to; and

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

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

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

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

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

Lot Number Three (3) in “De Pauw First Addition,” located in the Southeast Quarter (SE ¼) of Section Number Eight (8) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, situated in South Moline Township, County of Rock Island, and State of Illinois.

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

Section 3 – That the area above described and annexed shall be and hereby is zoned “R-2” (One-Family Residence District) upon the effective date hereof pursuant to Section 35-3105 of the Moline Zoning and Land Development Code, and that the Zoning Administrator is hereby

directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

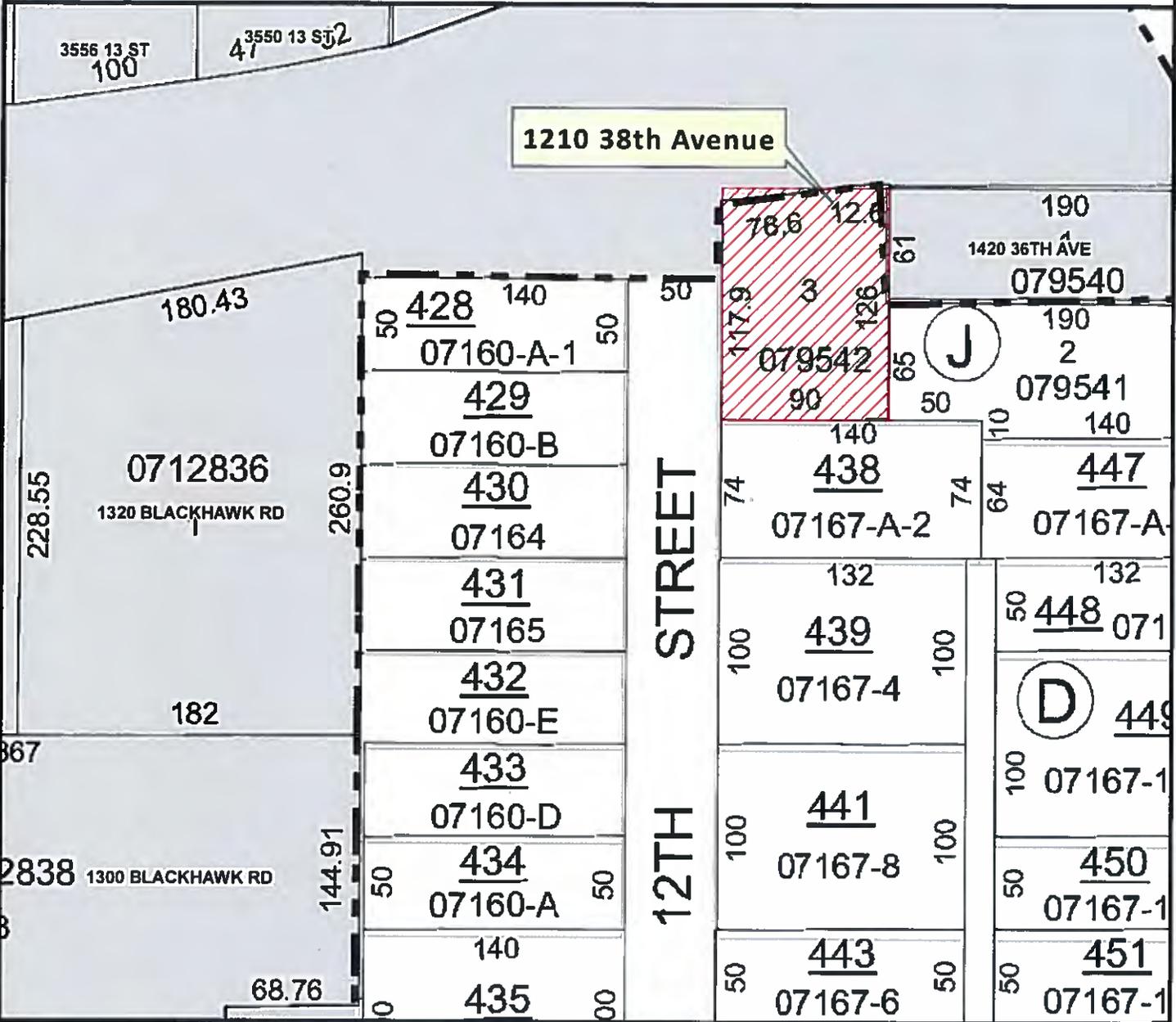
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

PLAT OF ANNEXATION to the City of Moline, Illinois



This plat represents property annexed by the City of Moline by Ordinance No. _____ passed _____, 20____.

Scott Hinton

 Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
 Planning & Development Department

Council Bill/General Ordinance No.: 3018-2015
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 35th Avenue, on the north side, from 38th Street east 325 feet.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by including 35th Avenue, on the north side, from 38th Street east 325 feet.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/General Ordinance No.: 3019-2015
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 35th Avenue Court, on the east side, from a point 325 feet east of 38th Street, southeasterly to end of cul-de-sac.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by including 35th Avenue Court, on the east side, from a point 325 feet east of 38th Street, southeasterly to end of cul-de-sac.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No. 4012-2015

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and S.J. Russell L.C. for the “The Point Redevelopment” project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.

WHEREAS, S.J. Russell L.C. (“Developer”) seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property consisting of approximately 15.21 gross acres more or less with approximately 9.00 usable acres (392,040 sf) located at 635 10th Avenue, Moline, Illinois, parcel number 08-5348, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), which shall be known as The Point (“Project”); and

WHEREAS, the Project will consist of the redevelopment of the property into 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site; and

WHEREAS, the City wishes to support the redevelopment within the Project through the granting of certain lawful incentives to Developer, including but not limited to those available through Tax Increment Financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act” or the “TIF Act”); and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project; and

WHEREAS, the City has determined that it is desirable and in the City’s best interests to assist Developer in the manner set forth herein, and the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Development Agreement are in the vital and best interest of the City and its residents.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Development Agreement between the City of Moline and S.J. Russell L.C, for The Point Redevelopment project and to execute any necessary agreements referenced therein, and

authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said agreement; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

S.J. RUSSELL L.C.

This Development Agreement made and entered into on this _____ day of _____, 2015 ("Effective Date"), by and between the City of Moline, an Illinois municipal corporation ("City"), and S.J. Russell L.C., an Iowa limited liability company duly registered to do business in the State of Illinois ("Developer"), and collectively the "Parties."

WITNESSETH:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City's Moline Place Phase II and III Tax Incremental Financing ("TIF") District enacted pursuant to the Illinois Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the "Act"); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) consisting of approximately 15.21 gross acres more or less with approximately 9.00 usable acres (392,040 sf) located at 635 10th Avenue, Moline, Illinois, parcel number 08-5348, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), which shall be known as The Point; and

WHEREAS, the Redevelopment Project shall consist of the following elements, namely:

- i. Purchase of the Property from the City for the amount of Seven Hundred Thousand Dollars (\$700,000) by December 31, 2015; and
- ii. Installation of stormwater detention and retention, storm sewer, sidewalks and walking paths, private drives, and public improvements including, but not limited to, water and sanitary sewer with corresponding utility easements to be dedicated to the City; and
- iii. Approximately 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site. Future phases could include another 150 units of senior housing and 30,000 square foot of potential medical office and retail.

The foregoing elements shall hereinafter be collectively referred to as the "Redevelopment Project," as depicted in Exhibit A, unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel number 08-5348, commonly known as 635 10th Avenue, Moline, Illinois, as well as Lot 2 of Hawk Hollow Addition (the outlet to the east on the southeast corner of 5th Avenue and 6th Street), which is more particularly described in Exhibit B, "Legal Description," attached hereto and incorporated herein by this reference thereto ("Property"); and

WHEREAS, it is necessary for the successful completion of the Redevelopment Project that the City enter into this Development Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand employment opportunities and create commercial enterprises and residential development in the City; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Agreement in accordance with the Development Timetable contained in Exhibit C, attached hereto and incorporated by reference herein:

- A. Creation of a Tax Increment Financing District. The City of Moline adopted Council Bill/General Ordinance No. 3007-2010 on February 2, 2010, which provided for the creation of a new TIF District for the Moline Place Phase II and III Redevelopment Project Area. The City created the TIF district to provide for the reimbursement of eligible expenses from the Redevelopment Project (and possibly future phases) incurred by a developer of the site.
- B. Maximum TIF Payment. The City's total payment to Developer paid from the net incremental annual real estate tax generated by the Redevelopment Project under this section shall not extend beyond December 31, 2033, which is the expiration date of the TIF district.

The estimated total project cost for all phases of the Redevelopment Project is Fifty One Million Dollars (\$51,000,000). Fifteen percent (15%) of the total project cost equals Seven Million Six Hundred Fifty Thousand Dollars (\$7,650,000). In no event shall the maximum total assistance to Developer from the City ever exceed Seven Million Six Hundred Fifty Thousand Dollars (\$7,650,000) distributed from the property tax rebate. In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%). Therefore, the total incremental annual real estate taxes due to Developer shall not exceed 15% of the total Redevelopment Project cost or \$7,650,000, whichever is less ("Maximum TIF Payment").

- C. Property Tax Rebate. Subject to the guarantees contained in this Agreement and subject further to Developer paying the annual real estate taxes for the Property when due and payable, the City shall pay through its TIF Fund to Developer 75% of the net incremental annual real estate tax until the Maximum TIF Payment is reached. In no event will any payment be made after 2033.

The net incremental annual real estate taxes paid to the City shall be reimbursed to the Developer only for eligible redevelopment costs under the Act (65 ILCS 5/11-74.4-3).

The base year for computation purposes of the net annual increment is agreed to be 2010, and the base Equalized Assessed Valuation (EAV) for the base year 2010 is One Hundred Seventy-Three Thousand Eight Hundred Fifty-Eight Dollars (\$173,858). The property tax rebate period will start with the first year in which the Redevelopment Project is completed, a certificate of occupancy issued, and the Property is re-

assessed, which is estimated to be assessment year 2016 and payment year 2017. The payment shall be from the incremental property tax generated solely by the Property and paid to the City's TIF Account. The City shall remit the property tax rebate to the Developer within thirty (30) days after receipt of total annual payment into said City's TIF Account from Rock Island County.

- D. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible costs (see Exhibit D) incurred or incidental to the Project.
- E. Final Payment. Upon final payment to reach the Maximum TIF Payment or upon expiration of the TIF district, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- F. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.
- I. No Other Incentives. The City agrees to rebate a percentage of the tax increment generated from the Redevelopment Project and use the remaining TIF funds to offset the existing deficit in the TIF District and, therefore, the City will offer no other incentives or contributions to the Developer or other developers of the Property as long as this Agreement is in effect.
- J. Enterprise Zone Benefits. City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. City will cooperate and assist Developer in its application for all Enterprise

Zone benefits, if any, but City does not warrant or assure or guarantee that any such benefits will be available to Developer.

- K. Prevailing Wage. The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this Project. Payment of Prevailing Wage and compliance with the Prevailing Wage Act, if required, is the sole responsibility of Developer and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.
- L. Zoning. The current zoning of the Property is R-4. Should Developer wish to pursue a Planned Unit Development ("PUD"), the City makes no representation or warranty that such an application for PUD will be recommended by the City's Zoning Administrator or Plan Commission or be approved by the City Council.
- M. Option to Purchase. The City has the option to acquire the portion of the Redevelopment Project located at the northeast corner of the property for regional stormwater detention purposes. Such option, if exercised, shall be made by the City at its sole discretion.

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws. The Redevelopment Project shall be completed in accordance with the Development Timetable as set forth in Exhibit C.
- B. Project Elements. Developer agrees to complete the following Redevelopment Project elements in accordance with the Development Timetable depicted in Exhibit C:
 - i. Purchase of the Property from the City for the amount of Seven Hundred Thousand Dollars (\$700,000) by December 31, 2015; and

- ii. Installation of stormwater detention and retention, storm sewer, sidewalks and walking paths, private drives, and public improvements including, but not limited to, water and sanitary sewer with corresponding utility easements to be dedicated to the City; and
 - iii. Approximately 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site. Future phases could include another 150 units of senior housing and 30,000 square foot of potential medical office and retail.
- C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Building Official shall have approved all building plans submitted and agrees to follow all requirements of the City Code.
- D. Assessed Valuation. Because the Redevelopment Project is to be done in Phases, there will be no minimum equalized assessed value.

III. CONDITIONS PRECEDENT TO CITY'S INCENTIVE PAYMENTS HEREUNDER.

A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual project cost incurred, which have been independently verified by a third party mutually agreed to by City and Developer, at Developer's expense. Failure to provide an independently verified accounting of project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs I.B and I.C, preceding, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

IV. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible "redevelopment project costs" pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered

will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

V. WARRANTIES OF THE DEVELOPER.

A. The Developer represents and warrants to the City that the Developer is an Iowa limited liability company authorized to do business in the State of Illinois and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

VI. DEVELOPER'S INDEMNIFICATION.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Agreement by the Developer, or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer's contractor). The Developer shall, at the Developer's sole cost and expense, appear, defend and pay all charges, attorneys' fees of attorney(s) mutually agreed upon by the City and Developer, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless

or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

VII. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between the Developer and the City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the parties hereto or a memorandum thereof and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded as set forth below, and may be modified only by written amendment signed by the Developer and the City, which amendment shall become effective upon recording by either party in the Recorder's Office in Rock Island County, Illinois.

VIII. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld).

Notwithstanding the foregoing, the Developer may without City's consent, assign this Agreement to any Related Entity or Successor (as such terms are defined below).

"Related Entity" means any corporation or other business entity which controls, is controlled by or is under common control with the Developer. For purposes of the preceding sentence, "control" means either (i) ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question, or (ii) the power to direct the management and policies of such entity.

"Successor" means an entity resulting from a merger, consolidation, reorganization or recapitalization of or with the Developer.

For the purposes of this section, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Fifty Million and No/100 Dollars (\$50,000,000). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

X. NOTICE OF DEFAULT.

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-Defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

XI. REMEDIES UPON DEFAULT.

A. If, in the City's judgment, the Developer is in default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section XI.B., the City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording

of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

XII. NON-DISCRIMINATION.

The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased, or used by the Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations on the Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

XIX. ASSURANCE OF FURTHER ACTION.

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request, in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

XX. DELAYED EXECUTION.

After this Agreement is approved by the Moline City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10) from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

The intentions, affirmations, authorizations and agreements between the parties hereto as expressed herein are approved solely by and between the parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties hereto and each of them, whether real or alleged, is specifically disclaimed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth above their respective signatures.

THE CITY OF MOLINE, ILLINOIS

S.J. RUSSELL L.C.

DATED: _____

DATED: 4.14.15

By: _____
Scott Raes, Mayor

By: [Signature]
James V. Russell

Attest: _____
Tracy Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY KORANDA** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this 14 day of April, 2015, before me, a Notary Public in and for said County and State aforesaid, personally appeared James V. Russell, to me personally known, who being by me duly sworn (or affirmed) did say that he is manager of **S.J. Russell L.C.**, and that said instrument was signed on behalf of the Corporation; James V. Russell acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)



[Signature]
NOTARY PUBLIC

EXHIBIT A
SCHEMATIC DESIGN DRAWINGS OF REDEVELOPMENT PROJECT

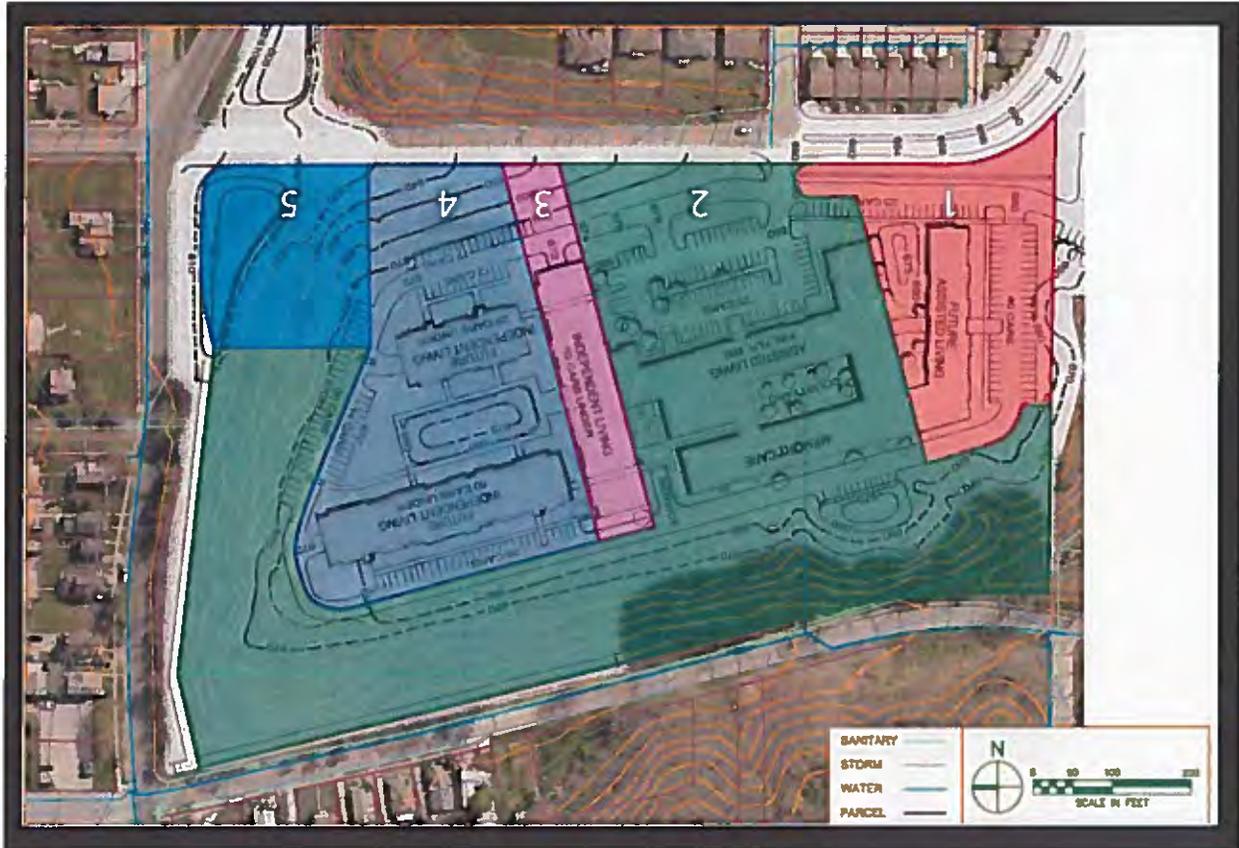


EXHIBIT B
LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 00° 08' 59" WEST (ASSUMED BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 455.09 FEET TO A POINT ON THE NORTH LINE OF 11TH AVENUE; THENCE NORTH 89° 55' 42" WEST A DISTANCE OF 256.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 39' 31" WEST A DISTANCE OF 388.92 FEET; THENCE NORTH 00° 39' 00" WEST A DISTANCE OF 131.78 FEET; THENCE SOUTH 89° 39' 37" WEST A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 4TH STREET AS NOW ESTABLISHED; THENCE NORTH 00° 33' 13" WEST, A DISTANCE OF 314.73 FEET; THENCE SOUTH 87° 57' 24" WEST A DISTANCE OF 72.67 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 13° 42' 12" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 344.41 FEET; THENCE NORTH 12° 42' 46" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 320.13 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 5TH AVENUE; THENCE NORTH 89° 40' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 77.35 FEET; THENCE NORTH 85° 41' 37" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3.25 FEET; THENCE NORTH 86° 52' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 177.02 FEET; THENCE SOUTH 82° 05' 26" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 142.74 FEET; THENCE NORTH 89° 18' 13" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 351.79 FEET; THENCE SOUTH 45° 43' 11" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 21.21 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 6TH STREET; THENCE SOUTH 00° 04' 29" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 146.02 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 7 IN "WEST MOLINE ADDITION", THENCE SOUTH 00° 32' 02" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 613.01 FEET; THENCE SOUTH 89° 57' 56" WEST A DISTANCE OF 2.00 FEET; THENCE SOUTH 00° 12' 35" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 194.70 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A 230.00 FEET RADIUS, A CENTRAL ANGLE OF 31° 07' 09", AND A 123.39 FEET LONG CHORD THAT BEARS SOUTH 22° 48' 02" EAST ALONG SAID WEST RIGHT OF WAY LINE, AN ARC DISTANCE OF 124.92 FEET TO THE POINT OF BEGINNING, CONTAINS 15.21 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

LOT 2 OF HAWK HOLLOW ADDITION IN CITY OF MOLINE, ILLINOIS, COUNTY OF ROCK ISLAND, ILLINOIS.

EXHIBIT C
DEVELOPMENT TIMETABLE

- i. Land Closing – on or before December 31, 2015**
- ii. Civil/Infrastructure – begin in spring 2016 with an anticipated 6 month schedule.**
- iii. Phase 1 Construction – an estimated 14 month schedule, anticipated to begin in Summer 2016.**

EXHIBIT D

REDEVELOPMENT COSTS

Costs as Permitted Pursuant to Section 5/11-74.4-3(q) of the Act:

- Acquisition and other Property Assembly Costs
- Development Services Design and Engineering Services
- Legal/Appraisal
- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation
- Reconstruction, rehabilitation, repair or remodeling
- And other items permitted by the Act

Council Bill/Special Ordinance No. 4013-2015

Sponsor: _____

A SPECIAL ORDINANCE

VACATING a 30' x 115' piece of 2nd Avenue right-of-way to George Pokrajac, 201 48th Street, Moline.

WHEREAS, George Pokrajac, 201 48th Street, Moline, has requested that a 30' x 115' piece of 2nd Avenue right-of-way (ROW) be vacated to him in exchange for the land's fair market value so that the land can be more fully used; and

WHEREAS, the fair market value of the land is \$5,175; and

WHEREAS, vacating said ROW to George Pokrajac will allow him to improve the area.

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

Section 1 – That this Council hereby finds and declares upon the recommendation of its Committee-of-the-Whole that it is in the best interest of the City of Moline, Illinois, to vacate the ROW hereinafter described below.

Section 2 – That the 30' x 115' piece of 2nd Avenue ROW located north and adjacent to Rock Island County Tax Parcel 087568, in the City of Moline, legally described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein, be and hereby is vacated.

Section 3 – That this request for vacation of public ROW complies with the City of Moline ROW Vacation Policy and complies with the statutes of the State of Illinois applicable thereto, and the City of Moline has determined that the fair market value for the vacated tract legally described in Exhibit A is Five Thousand One Hundred Seventy-Five and 00/100 Dollars (\$5,175), and George Pokrajac has agree to pay said sum.

Section 4 – That a utility easement is hereby reserved and retained by the City of Moline and all utilities franchised to do business in the City of Moline, Illinois, on, over, under and across the right-of-way being vacated for the purposes of operating, maintaining, relocating, installing, repairing, removing or replacing any and all utilities and related appurtenances.

Section 5 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

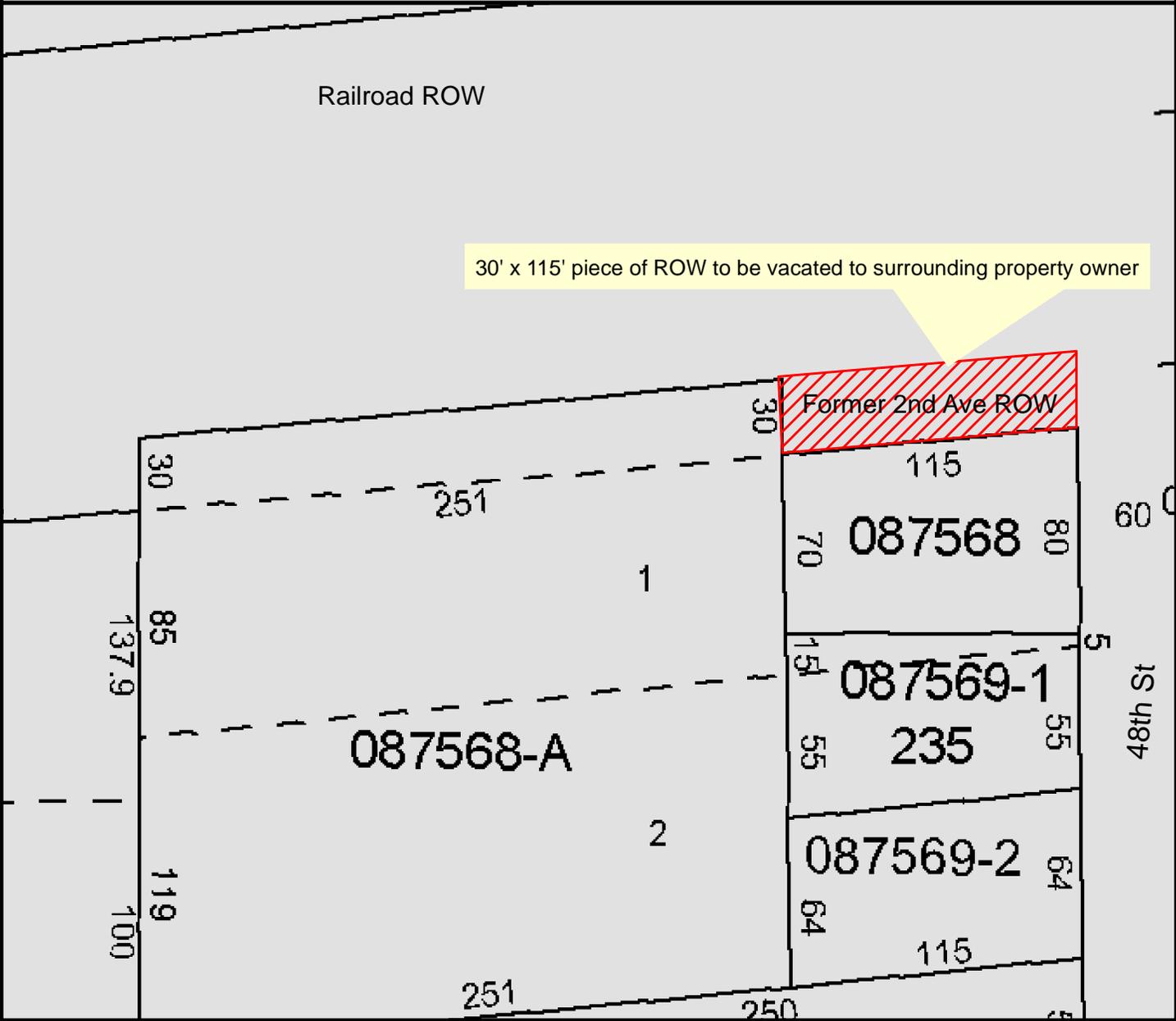
City Attorney

Exhibit "A"

Part of the Northeast Quarter of Section 34, Township 18 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois, also being part of Walker's Station Addition to the City of Moline described as follows:

That thirty feet of 2nd Avenue right of way immediately adjacent and north of the east 115 feet of Lot 1 of said Walker's Station Addition.

PLAT OF RIGHT-OF-WAY VACATION City of Moline, Illinois



Legend

- Area to be vacated
- Tax Parcels

1 inch = 60 feet

This plat represents ROW vacated by the City of Moline by Ordinance No. _____ passed _____, 20____.

Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
Planning & Development Department

Council Bill/Special Ordinance No.: 4014-2015

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING use of public right-of-way in conjunction with the Quad Cities Distance Classic scheduled for Sunday, May 10, 2015.

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

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

Sunday, May 10, 2015

6:30 a.m. to 10:30 a.m. – Half Marathon & 5K Races

The northernmost east-bound lane of 5th Avenue from the westernmost side of 1st Street to the easternmost side of 11th Street

All lanes of 5th Avenue from the westernmost side of 11th Street to the easternmost side of 26th Street

All lanes of 10th Street from northernmost side of 5th Avenue to the southernmost lane of 4th Avenue

Southernmost west-bound lane of 4th Avenue from the easternmost side of 10th Street to the westernmost side of 1st Street

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

Section 2 - That this ordinance shall constitute a one-time variance with the Moline Code of Ordinances and any other ordinance or resolutions with which it may conflict and shall not be considered to repeal, alter or void such ordinances or resolutions in conflict herewith.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1053-2015
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Civil Constructors, Inc. for Project #1228, 2015 Bridge Maintenance Repairs, in the amount of \$338,735.00.

WHEREAS, bids were publicly read on April 21, 2015; and

WHEREAS, bids were solicited with Civil Constructors, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Civil Constructors, Inc. for Project #1228, 2015 Bridge Maintenance Repairs, in the amount of \$338,735.00; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 5, 2015

Date

Passed: May 5, 2015

Approved: May 12, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **CIVIL CONSTRUCTORS, INC.** of **1716 179TH STREET NORTH, EAST MOLINE, IL 61244**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **THREE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED THIRTY FIVE AND 00/100 (\$338,735.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1228, 2015 BRIDGE MAINTENANCE REPAIRS** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **THREE HUNDRED THIRTY EIGHT**

THOUSAND SEVEN HUNDRED THIRTY FIVE AND 00/100 (\$338,735.00) DOLLARS

conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: April 21, 2015 11:00 a.m.

Project: 1228 -2015 Bridge Maintenance Repairs

General Constructors, Inc. of the

Civil Constructors, Inc.

Quad Cities

Brandt Construction Co.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	200.0	SQ FT	\$12.00	\$2,400.00	\$7.40	\$1,480.00	\$9.00	\$1,800.00
2	SIDEWALK REMOVAL	200.0	SQ FT	\$10.00	\$2,000.00	\$5.00	\$1,000.00	\$10.00	\$2,000.00
3	CONCRETE REMOVAL	1.0	L SUM	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00	\$32,000.00	\$32,000.00
4	FURNISHING AND ERECTING STRUCTURAL STEEL	1.0	L SUM	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$350.00	\$350.00
5	PREFORMED JOINT SEAL 2 1/2"	88.0	FOOT	\$75.00	\$6,600.00	\$75.00	\$6,600.00	\$82.00	\$7,216.00
6	PREFORMED JOINT SEAL 4"	34.0	FOOT	\$95.00	\$3,230.00	\$125.00	\$4,250.00	\$94.00	\$3,196.00
7	PREFORMED JOINT STRIP SEAL	105.5	FOOT	\$210.00	\$22,155.00	\$225.00	\$23,737.50	\$187.50	\$19,781.25
8	ELASTOMERIC BEARING ASSEMBLY, TYPE I	7.0	EACH	\$925.00	\$6,475.00	\$1,200.00	\$8,400.00	\$850.00	\$5,950.00
9	ELASTOMERIC BEARING ASSEMBLY, TYPE II	7.0	EACH	\$1,475.00	\$10,325.00	\$1,600.00	\$11,200.00	\$1,500.00	\$10,500.00
10	ANCHOR BOLTS, 3/4"	32.0	EACH	\$60.00	\$1,920.00	\$20.00	\$640.00	\$50.00	\$1,600.00
11	CONCRETE SEALER	17180.0	SQ FT	\$1.75	\$30,065.00	\$0.50	\$8,590.00	\$0.65	\$11,167.00
12	POLYMER CONCRETE	18.5	CU FT	\$775.00	\$14,337.50	\$750.00	\$13,875.00	\$1,450.00	\$26,825.00
13	JACK AND REMOVE EXISTING BEARINGS	14.0	EACH	\$950.00	\$13,300.00	\$1,100.00	\$15,400.00	\$2,150.00	\$30,100.00
14	CLEAN AND PAINT STRUCTURAL STEEL CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES	5090.0	SQ FT	\$23.00	\$117,070.00	\$32.00	\$162,880.00	\$35.50	\$180,695.00
15	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES	1.0	L SUM	\$9,000.00	\$9,000.00	\$28,500.00	\$28,500.00	\$32,000.00	\$32,000.00
16	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES	200.0	SQ FT	\$125.00	\$25,000.00	\$200.00	\$40,000.00	\$165.50	\$33,100.00
17	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES	1.0	L SUM	\$9,000.00	\$9,000.00	\$1,500.00	\$1,500.00	\$1,675.00	\$1,675.00
18	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE), TEST LEVEL 2	1.0	EACH	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$3,800.00	\$3,800.00
19	IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE), TEST LEVEL 2	1.0	EACH	\$275.00	\$275.00	\$275.00	\$275.00	\$675.00	\$675.00
20	TEMPORARY CONCRETE BARRIER	150.0	FOOT	\$28.00	\$4,200.00	\$32.00	\$4,800.00	\$28.00	\$4,200.00
21	RELOCATE TEMPORARY CONCRETE BARRIER	150.0	FOOT	\$6.00	\$900.00	\$6.00	\$900.00	\$12.00	\$1,800.00
22	TRAFFIC CONTROL AND PROTECTION, LOCATION 1	1.0	L SUM	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$5,050.00	\$5,050.00
23	TRAFFIC CONTROL AND PROTECTION, LOCATION 2	1.0	L SUM	\$10,000.00	\$10,000.00	\$5,700.00	\$5,700.00	\$19,475.00	\$19,475.00
24	APPROACH SLAB REPAIR (PARTIAL DEPTH)	16.7	SQ YD	\$475.00	\$7,932.50	\$600.00	\$10,020.00	\$425.00	\$7,097.50
25	EXPANSION DEVICE REMOVAL	122.0	FOOT	\$25.00	\$3,050.00	\$25.00	\$3,050.00	\$25.00	\$3,050.00
26	PIN AND LINK PLATE REPLACEMENT	1.0	EACH	\$16,500.00	\$16,500.00	\$20,000.00	\$20,000.00	\$25,500.00	\$25,500.00
27	TEMPORARY SUPPORT SYSTEM	1.0	L SUM	\$6,500.00	\$6,500.00	\$20,000.00	\$20,000.00	\$17,250.00	\$17,250.00
	TOTAL				\$338,735.00		\$413,547.50		\$487,852.75

Council Bill/General Ordinance No. 3020-2015

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, by repealing Sections 4-3101, 4-3208(b) and (e), and 4-3311 in their entirety and enacting in lieu thereof new Sections 4-3101, 4-3208(b) and (e), and 4-3311 dealing with the same subject matter; enacting new Sections 4-3312 and 4-3313 and consecutively renumbering the remaining subsections of Division 3; amending the renumbered Section 4-3317; and enacting one new Section 4-3407.

WHEREAS, the Local Liquor Control Commissioner and City staff recently met to review potential changes to the City’s liquor code; and

WHEREAS, following review, the Commissioner and staff determined that certain amendments to the City’s liquor code will increase business in the City without compromising the safety and security of its residents and/or will improve certain existing procedures and they recommend the amendments be approved; and

WHEREAS, an amendment to Sec. 4-3101 will rename Class I Special Event to Class I Special Event Not For Profit and add two new classifications: Class II Special Event Hosted Bar and Class III Special Event Homebrewer; and

WHEREAS, amendments to Sec. 4-3208 (b) and (e) will add Class II and Class III as license classifications and set the non-refundable application fee for each at \$25.00 per day; and

WHEREAS, an amendment to Sec. 4-3311 will rename Class I Special Event to Class I Special Event Not for Profit, amend the provisions for outdoor use, and add application guidelines; and

WHEREAS, a new Sec. 4-3312 will be enacted to create a Class II Special Event Hosted Bar Liquor License that will allow individuals or businesses to provide alcoholic liquor to guests over the age of 21 at a private event held at Bass Street Landing; and

WHEREAS, a new Sec. 4-3313 will be enacted to create a Class III Special Event Homebrewer Liquor License authorizing individuals or organizations to provide samples, tastings, demonstrations or public exhibitions of homebrewed beer, as defined by 235 ILCS 5/6-36, during a City of Moline approved Special Event; and

WHEREAS, the remaining sections of Division 3 will be consecutively renumbered; and

WHEREAS, pursuant to said renumbering, Sec. 4-3315, “Option I Outdoor Use,” will become Sec. 4-3317 and will be revised in accordance with the administrative guidelines for the use of public property and right-of-way; and

WHEREAS, a new Sec. 4-3407 will be enacted to require the attendance of liquor license holders at periodic training sessions held by City staff.

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

Section 1 – That Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, Section 4-3101, “THE CLASSES OF LICENSES ESTABLISHED,” is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 4-3101, which shall read as follows:

“SEC. 4-3101. THE CLASSES OF LICENSES ESTABLISHED.

There shall be the following classes of liquor licenses available to qualified applicants in the City of Moline, Illinois:

Classification	Description
Class A	Restaurant
Class AA	Restaurant-Beer & Wine Only
Class B	Tavern
Class C	Packaged Sales Only-Primary
Class CC	Packaged Sales Only-Secondary
Class CCC	Packaged Sales of Wine and Beer Only-Secondary
Class D	Clubs/Fraternal Organizations
Class E	Rental Hall
Class F	Hotel/Motel
Class FF	Hotel/Motel Limited
Class G	Bowling Center
Class H	Civic Center
Class I	Special Event Not for Profit
Class II	Special Event Hosted Bar
Class III	Special Event Homebrewer
Class J	Park Concession.”

Section 2 – That Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, Section 4-3208, “LICENSE FEES,” subsections (b) and (e), are hereby amended by repealing said subsections in their entirety and enacting in lieu thereof new subsections (b) and (e), which shall read as follows:

“SEC. 4-3208. LICENSE FEES.

* * * * *

(b) A non-refundable application fee of three thousand dollars (\$3,000.00) shall be paid by all licensee applicants, except for Class D Clubs/Fraternal Organization, Class I Special Event Not for Profit, Class II Special Event Hosted Bar, Class III Special Event Homebrewer, and Class J Park Concession license applicants. A non-refundable application fee of one thousand dollars (\$1,000.00) shall be paid by Class D Clubs/Fraternal Organization license applicants. A total fee of twenty-five dollars (\$25.00) per day shall be paid by Class I Special Event Not for Profit, Class II Special Event Hosted Bar and Class III Special Event Homebrewer license applicants. Said application fees are not refundable and are intended to cover the cost of obtaining or reviewing property consents and the cost of reviewing the application and applicant as well as serve other regulatory purposes.

* * * * *

(e) The annual fees for the various classes of licenses to be issued pursuant to this division as well as the fees for various local options shall be as follows:

Classification	Description	Annual Fee	
Class A	Restaurant	\$ 1,400.00	
Class AA	Restaurant-Beer & Wine Only	\$ 700.00	
Class B	Tavern	\$ 1,400.00	
Class C	Packaged Sales Only-Primary	\$ 1,400.00	
Class CC*	Packaged Sales Only-Secondary	\$ 1,400.00	
Class CCC	Packaged Sales Beer and Wine		
	Only- Secondary	\$ 1,400.00	
Class D	Clubs/Fraternal Organizations	\$ 1,400.00	
Class E	Rental Hall	\$ 1,400.00	
Class F	Hotel/Motel	\$ 1,400.00	
Class FF	Hotel/Motel Limited	\$ 700.00	
Class G	Bowling Center	\$ 1,400.00	
Class H	Civic Center	\$ 6,800.00	
Class I	Special Event Not for Profit	\$ 25.00 / Day	
Class II	Special Event Hosted Bar	\$ 25.00 / Day	
Class III	Special Event Homebrewer	\$ 25.00 / Day	
Class J	Park Concession	\$ 250.00	
Options	Description	Annual Fee	Classification Eligible
Option I	Outdoor Use	\$ 100.00	A, AA, B, D, E, F, FF, G, H
Option II	Additional Bar Station	\$ 400.00	A, AA, B, D, E, G
Option III	Caterer's Retail	\$ 350.00	A, AA, CC*
Option IV	Restaurant Alternate	\$ 400.00	A, AA
Option V	Extended Hours-3 a.m. Tavern	\$ 1000.00	A, AA,B
Option VI	Retailer's Off-Site Special Use	\$ 100.00	A, AA, B, D, F"

Section 3 – That Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, Section 4-3311, “CLASS I SPECIAL EVENT LICENSE,” is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 4-3311, “CLASS I SPECIAL EVENT LICENSE NOT FOR PROFIT,” which shall read as follows:

“SEC. 4-3311. CLASS I SPECIAL EVENT LICENSE NOT FOR PROFIT.

(a) A Class I Special Event Not for Profit license shall be issued only to organized clubs, societies, associations, fraternal organizations, duly constituted churches, municipal governmental entities, or benevolent organizations organized not for pecuniary profits.

(b) A Class I license may be issued pursuant to this article for a specific time period not to exceed ten (10) days per licensee per location in any twelve (12) month period.

(c) A Class I license issued pursuant to this chapter shall entitle the licensee to sell alcoholic liquor for consumption on the premises at any banquet, picnic, bazaar, fair, or similar special event.

(d) A Class I licensee may maintain the following hours of business:

<u>Day</u>	<u>Hours</u>
Sunday	10:00 a.m. until 1:00 a.m. the next day
Monday through Thursday	For each day: 6:00 a.m. until 1:00 a.m. the next day
Friday and Saturday	For each day: 6:00 a.m. until 2:00 a.m. the next day;

provided, however, that any event described in subsection (c) above which takes place outside of an enclosed building shall cease the sale of liquor at 11:00 p.m. of the same day upon which sales commenced.

(e) If the sale of alcoholic liquor is to be conducted outside of an enclosed building, certain requirements must be met as set forth below. If the outdoor use is to operate on public right-of-way, the special event license may be granted only with a City Council approved licensing agreement executed by the licensee, which licensing agreement shall require proof of insurance on behalf of the City in appropriate amounts, insuring for the use of right-of-way. The requirements for an outdoor event are as follows:

- (1) Adequate lighting must be maintained at all times such that law enforcement personnel may visually identify patrons;
- (2) Sound amplification is permitted only if granted prior to the event by the liquor control commissioner;
- (3) Security provided by Moline police department and paid for by licensee if the liquor control commissioner deems it necessary;
- (4) Only non-glass containers may be used.
- (f) A Class I licensee may provide live entertainment.

(g) Minors may be allowed on premises licensed as a Class I Not for Profit Licensee pursuant to this chapter for purposes other than the purchase or consumption of alcoholic liquors; however, no minor may be allowed to sit or stand at a bar or be served from a bar.

(h) A Class I license application shall be received in the office of the local liquor commission not fewer than ten (10) business days prior to the event and include the following information:

- (1) Full legal name of authorized representative of organized club, society, association, fraternal organization, duly constituted church, municipal governmental entity, or benevolent organization organized not for pecuniary profit;

- (2) Mailing address, email address and telephone number to be reached during the hours of event;
- (3) Color copy of government issued photo identification of authorized representative of organized club, society, association, fraternal organization, duly constituted church, municipal governmental entity, or benevolent organization organized not for pecuniary profit;
- (4) Date, beginning and ending time and type of event.”

Section 4 – That Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, is hereby amended by enacting one new Section 4-3312, “CLASS II SPECIAL EVENT HOSTED BAR,” which shall read as follows:

“SEC. 4-3312. CLASS II SPECIAL EVENT HOSTED BAR.

(a) A Class II Special Event Hosted Bar license shall be issued only to individuals, corporations, limited liability corporations or partnerships over the age of twenty-one (21) as the host of a private event not open to the public providing alcoholic liquor free of charge held at public property known as Bass Street Landing.

(b) A Class II license may be issued pursuant to this article for a specific time period not to exceed one (1) time per licensee in any twelve (12) month period.

(c) A Class II license may maintain the following hours of service of alcoholic liquor at a private event:

<u>Day</u>	<u>Hours</u>
Monday through Thursday	For each day: 5:00 p.m. until 10:00 p.m.
Friday and Saturday	For each day: 10:00 a.m. until 11:00 p.m.

(d) A Class II license holder shall execute a City Council approved licensing agreement and shall require proof of liquor liability insurance on behalf of the City in the amount of \$1,000,000.00 insuring for the use of public property known as Bass Street Landing.

(e) A Class II license shall only serve alcoholic liquor free of charge to guests in non-glass containers.

(f) A Class II may provide live or recorded entertainment at City-owned property known as Bass Street Landing during the following hours:

<u>Day</u>	<u>Hours</u>
Monday through Thursday	For each day: 5:00 p.m. until 10:00 p.m.
Friday and Saturday	For each day: 10:00 a.m. until 11:00 p.m.

(g) A Class II license may have minors present at the private event where alcoholic liquor is being served free of charge; however, no minor may be allowed to consume, possess or serve alcoholic liquor.

(h) A Class II license application shall be received in the office of the local liquor commission not fewer than ten (10) business days prior to the event and include the following information:

- (1) Full legal name of individual, authorized representative of corporation, limited liability corporation or partnership;
- (2) Mailing address, email address and telephone number to be reached during the hours of event;

- (3) Color copy of government issued photo identification of individual, authorized representative of corporation, limited liability corporation or partnership applying for license;
- (4) Date, beginning and ending time and type of event.”

Section 5 – That Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, is hereby amended by enacting one new Section 4-3313, “CLASS III SPECIAL EVENT HOMEBREWER,” which shall read as follows:

“SEC. 4-3313. CLASS III SPECIAL EVENT HOMEBREWER.

(a) A Class III Special Event Homebrewer license issued pursuant to this chapter shall entitle the license holder, a homebrewer as defined by 235 ILCS 5/6-36, to provide homebrew product samples as defined by 235 ILCS 5/2-1 for consumption at a City of Moline approved special event open to the public to persons over the age of twenty-one (21) as outlined by 235 ILCS 5/6-36.

(b) A Class III license may be issued no more than ten (10) times per calendar year.

(c) A Class III license may maintain the following hours of service of homebrewed samples at a special event:

<u>Day</u>	<u>Hours</u>
Sunday	10:00 a.m. until 1:00 a.m. the next day
Monday through Thursday	For each day: 6:00 a.m. until 1:00 a.m. the next day
Friday and Saturday	For each day: 6:00 a.m. until 2:00 a.m. the next day.

(d) A Class III license holder shall execute a City Council approved licensing agreement and shall require proof of liquor liability insurance on behalf of the City in the amount of \$1,000,000.00.

(e) A Class III license shall only serve homebrewed samples free of charge in non-glass containers.

(f) A Class III license may have minors present at the special event where homebrewed alcoholic liquor samples are being served free of charge; however, no minor may be allowed to consume, possess or serve homebrewed alcoholic liquor.

(g) A Class III license application shall be received in the office of the local liquor commission not fewer than ten (10) business days prior to the event and include the following information:

- (1) Full legal name of individual, authorized representative of corporation, limited liability corporation or partnership;
- (2) Mailing address, email address and telephone number to be reached during the hours of event;
- (3) Color copy of government issued photo identification of individual, authorized representative of corporation, limited liability corporation or partnership applying for license;
- (4) Date, beginning and ending time and type of event.
- (5) Copy of State of Illinois Homebrewer Special Event License within two (2) business days of event.”

Section 6 – That the remaining sections of Division 3 shall be consecutively renumbered.

Section 7 – That Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, Section 4-3315, “OPTION I OUTDOOR USE,” shall become Section 4-3317 pursuant to the consecutive renumbering of Division 3 and shall be amended to read as follows:

“SEC. 4-3317. OPTION I OUTDOOR USE.

(a) The following classes of licenses are eligible for the outdoor use option: Class A, AA, B, D, E, F, FF, and G, and H.

(b) The outdoor use option allows a licensed premises to conduct activities licensed under the provisions of this chapter outside of an enclosed building for the purpose of serving patrons when no residential neighborhood will be adversely affected; provided, however, that all activities take place on the licensed premises or, if the outdoor use is to operate on public right-of-way or public property, the outdoor use option may be granted only with a City Council approved licensing agreement executed by the licensee which licensing agreement shall require proof of insurance on behalf of the City in appropriate amounts, insuring for the use of right-of-way or public property. In addition, no outdoor use option shall be granted by the liquor control commissioner unless all of the following terms are included within the permitted option:

- (1) Adequate lighting must be maintained at all times such that law enforcement personnel may visually identify patrons from the public right-of-way;
- (2) The maximum hours of operation for outdoor use shall be the exact hours of operation of the licensee if the outdoor use is on private property; if the outdoor use is to operate on public right-of-way or public property, the hours of operation shall be daily from 10:00 a.m. to 11:00 p.m.;
- (3) All parking requirements of City ordinances must be satisfied;
- (4) No sound amplification equipment will be used outside; provided, however, that ambient background music is permissible; for purposes of this subsection, "ambient background music" shall mean quiet music played at a minimal volume such that it is not audible from adjoining property or public rights-of-way;
- (5) That appropriate demarcation elements shall be required herein to identify the outside premises licensed hereunder and the proposed demarcation elements shall be approved as set forth in Section 6-2106 of the Moline Code of Ordinances;
- (6) Only non-glass containers may be used if the outdoor premises are located on public property or public right-of-way;
- (7) Live animals shall be excluded from all areas under the control of the licensed establishment both inside and outside of an enclosed building for the purpose of serving patrons on private property, public right-of-way or public property. This exclusion does not apply to edible fish, crustacean, shellfish, or to fish in aquariums. Patrol dogs accompanying security or police officers and support animals trained to assist handicapped persons accompanying such persons shall be permitted in dining areas.

(c) To ensure compliance with all requirements of the ordinance, at least one (1) employee of the premises must physically frequent such outside portion at least once every five (5) minutes to monitor and require such compliance; provided, however, that such requirement is only effective when patrons or other individuals are present at the outdoor portion of the licensee.”

Section 8 – That Chapter 4, “ALCOHOLIC LIQUOR,” of the Moline Code of Ordinances, Division IV, “ADMINISTRATIVE PROCEEDINGS,” is hereby amended by enacting one new Section 4-3407 entitled “REQUIRED TRAINING FOR LICENSEE,” which shall read as follows:

“SEC. 4-3407. REQUIRED TRAINING FOR LICENSEE.

(a) The City shall offer mandatory periodic training sessions regarding the rules and regulations of the sale of alcoholic liquor within the City and liquor license holders shall be notified of the date of the training sessions via first class mail and electronic mail, if applicable, at least five (5) business days prior to the session dates.

(b) A designated representative from every business licensed to sell alcoholic liquor within the City shall attend the training sessions per the City’s notice of same.

(c) Failure of attendance to a training session by an alcoholic liquor license holder shall be considered a violation of this ordinance and administrative proceedings shall be enforced.”

Section 9 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Ordinance No. 4015-2015

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Young Life “You Were Made for This” 5K Race scheduled for Saturday, May 16, 2015.

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

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

Saturday, May 16, 2015, from 7:00 a.m. until 11:00 a.m.

All lanes of Old River Drive from the westernmost entrance of the 55th Street Boat Ramp parking lot to the southernmost side of River Drive;

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

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney