



# MOLINE CITY COUNCIL AGENDA

Tuesday, October 20, 2015

6:30 p.m.

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

City Hall

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

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Schoonmaker

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 Made

Committee of the Whole and Council meeting minutes of October 13, 2015 and appointments made during Committee of the Whole on October 20, 2015 and September Financial Report.

Second Reading Ordinances

**1. Council Bill/General Ordinance 3037-2015**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 6 thereof, "YIELD INTERSECTIONS," by including 38th Street to have preference over 10<sup>th</sup> Avenue Place.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

**2. Council Bill/General Ordinance 3038-2015**

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 53<sup>rd</sup> Street, on the east side, from 11<sup>th</sup> Avenue B to 11th Avenue C

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

**3. Council Bill/General Ordinance 3039-2015**

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 16<sup>th</sup> Street, on the east side, from 6<sup>th</sup> Avenue north to the first alley.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

## Resolutions

### **4. Council Bill/Resolution 1120-2015**

**A Resolution authorizing the Mayor and City Clerk to execute a Contract with Needham Excavating, Inc. for Project #1206, Airport Industrial Park Utility Extensions, in the amount of \$2,623,538.95.**

**Explanation:** Bids were opened and publicly read on September 22, 2015, for Project #1206, with the following results:

\$2,623,538.95	Needham Excavating, Inc.
\$2,723,813.50	Valley Construction Company
\$2,898,731.00	Langman Construction, Inc.
\$3,080,674.00	Brandt Construction Company
\$3,085,938.00	McCarthy Improvement Company
\$3,183,342.50	Miller Trucking & Excavating, Inc.

Project #1206 includes the extension of City's water and sanitary sewer infrastructure along Airport Road then south along Case Creek to the Industrial Park. Needham Excavating, Inc. submitted the lowest responsible and responsive bid.

**Fiscal Impact:** Funds are budgeted in account #245-0775-496.08-30 and #245-0775-496.08-45

**Public Notice/Recording:** N/A

### **5. Council Bill/Resolution 1121-2015**

**A Resolution authorizing the Mayor and City Clerk to execute a Contract with Miller Trucking & Excavating, Inc. for Project #1232, Washburn Building Demolition, in the amount of \$69,505.**

**Explanation:** Bids were opened and publicly read on September 29, 2015, for Project #1232, with the following results:

\$69,505	Miller Trucking & Excavating, Inc.
\$74,777	Valley Construction Company

The Washburn property will be combined with the former Food Bank property and used for public parking and parking for the new hotel in the Multi-Modal Station. Miller Trucking submitted the lowest responsible and responsive bid.

**Fiscal Impact:** Funds are budgeted and available through TIF # 1

**Public Notice/Recording:** N/A

### **6. Council Bill/Resolution 1122-2015**

**A Resolution providing for a feasibility study on the designation of a portion of the City of Moline as a redevelopment project area and to induce development interest within such area; and authorizing expenditures in the course of planning and redevelopment, prior to a redevelopment project area being established, that may be reimbursable from TIF proceeds.**

**Explanation:** This Resolution is required to begin the process to implement tax increment financing (TIF). It is necessary for the City to adopt a redevelopment plan and redevelopment project; designate a redevelopment project area on the basis of finding that the area qualifies pursuant to statutory requirements; make a finding that the redevelopment project area on the whole has not been subjected to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan, which plan contains a commitment to use public funds; and allow the City to recover these expenditures from first proceeds of the TIF program, if established.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

### **7. Council Bill/Resolution 1123-2015**

**A Resolution authorizing the Mayor and City Clerk to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$35,000 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Moline Centre Redevelopment Project Area.**

**Explanation:** This Agreement provides the necessary technical/professional services required to establish the TIF district for the Moline Centre Redevelopment Project Area for consulting services in an amount not to exceed \$35,000 to explore the feasibility of creating a new tax increment financing district and establishing a tax increment finance redevelopment project area for said project. Additional documentation attached.

**Fiscal Impact:** 2015 -\$35,000 Account: 010-9955-481.10-98 and repaid once the new TIF is created

**Public Notice/Recording:** N/A

**Omnibus Vote**

**Non - Consent Agenda**

**First Reading Ordinances**

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

**8. Council Bill/Special Ordinance 4047-2015**

**A Special Ordinance authorizing the Mayor and City Clerk to execute an Estoppel Certificate and Consent Agreement (“Agreement”) permitting Tower Assets Newco IX, LLC, a Delaware limited liability company to take assignment of the Tower Site Option and Ground Lease Agreement (“Lease”) between the City and Pegasus Tower Development Company, LLC, for the site located at 2701 30<sup>th</sup> Street Court, Moline, Illinois.**

**Explanation:** On March 30, 2010, the City executed a Lease with Pegasus Tower Company, LTD., for its placement of antenna facilities on City premises located at 2701 30<sup>th</sup> Street Court, known as Jefferson Park. Pegasus Tower Company, LTD., proceeded with exercising the option and pursuant to terms of the Lease, started its Lease with the City on January 1, 2011. Pursuant to terms of the Lease, Pegasus Tower Company, LTD., assigned its interest in the Lease to Pegasus Tower Development Company, LLC. City staff has received and reviewed the financials of Tower Assets Newco IX, LLC (“Tower Assets”) and finds them acceptable in valuation as a service provider. Execution of the Agreement by the City will allow Tower Assets to take assignment of the Lease upon closing of the transaction between Pegasus Tower Development Company, LLC, and Tower Assets. Additional documentation attached.

**Fiscal Impact:** N/A

**Public Notice/Recording:** Documents to be recorded by Pegasus Tower Development Company

**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)**

Council Bill/General Ordinance No. 3037-2015

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

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 6 thereof, "YIELD INTERSECTIONS," by including 38<sup>th</sup> Street to have preference over 10<sup>th</sup> Avenue Place.

WHEREAS, a request to install a yield sign at the above designated location was received and reviewed by the Traffic Committee on October 6, 2015; and

WHEREAS, the request meets the criteria for designating such a space.

NOW, THEREFORE, 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 6 thereof, "YIELD INTERSECTIONS," is hereby amended to include the following intersection where it shall be unlawful for any vehicle to not yield-right-of-way and give preference to the designated thoroughfare when appropriate signs are posted:

38<sup>th</sup> Street to have preference over 10<sup>th</sup> Avenue Place.

**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 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. 3038-2015

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 53<sup>rd</sup> Street, on the east side, from 11<sup>th</sup> Avenue B to 11<sup>th</sup> Avenue C.

\_\_\_\_\_

WHEREAS, a request for no parking at the above designated location was received and reviewed by the Traffic Committee on October 6, 2015; and

WHEREAS, the request meets the criteria for designating such a space.

NOW, THEREFORE, 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 53<sup>rd</sup> Street, on the east side, from 11<sup>th</sup> Avenue B to 11<sup>th</sup> Avenue C.

**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 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. 3039-2015

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 16<sup>th</sup> Street, on the east side, from 6<sup>th</sup> Avenue north to the first alley.

\_\_\_\_\_

WHEREAS, a request for no parking at the above designated location was received and reviewed by the Traffic Committee on October 6, 2015; and

WHEREAS, the request meets the criteria for designating such a space.

NOW, THEREFORE, 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 16<sup>th</sup> Street, on the east side, from 6<sup>th</sup> Avenue north to the first alley.

**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 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. 1120-2015

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Needham Excavating, Inc. for Project #1206, Airport Industrial Park Utility Extensions, in the amount of \$2,623,538.95.

\_\_\_\_\_  
WHEREAS, bids were publicly read on September 22, 2015; and

WHEREAS, bids were solicited with Needham Excavating, 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 Needham Excavating, Inc. for Project #1206, Airport Industrial Park Utility Extensions, in the amount of \$2,623,538.95; 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

October 20, 2015

Date

Passed: October 20, 2015

Approved: November 3, 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 **NEEDHAM EXCAVATING, INC.** of **17470 70<sup>TH</sup> AVENUE, WALCOTT, IA 52773**, 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 **TWO MILLION SIX HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED THIRTY EIGHT AND 95/100 (\$2,623,538.95) 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 #1206, AIRPORT INDUSTRIAL PARK UTILITY EXTENSIONS** 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 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/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 **TWO MILLION SIX HUNDRED**

**TWENTY THREE THOUSAND FIVE HUNDRED THIRTY EIGHT AND 95/100**

**(\$2,623,538.95) 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:

9/22/2015

11:00 a.m.

Project: 1206 - Airport Industrial Park Utility Extension

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Needham Excavating, Inc.		Valley Construction Company		Langman Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL	1	L.SUM	\$1,515.00	\$1,515.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
2	SEEDING SPECIAL COMPLETE	1	L.SUM	\$36,700.00	\$36,700.00	\$74,000.00	\$74,000.00	\$15,000.00	\$15,000.00
3	EROSION CONTROL COMPLETE	1	L.SUM	\$77,850.00	\$77,850.00	\$36,000.00	\$36,000.00	\$5,000.00	\$5,000.00
4	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, BALLED, AND BURLAPPED	3	EACH	\$558.00	\$1,674.00	\$635.00	\$1,905.00	\$500.00	\$1,500.00
5	AGGREGATE SURFACE COURSE, TYPE B	554	TON	\$19.50	\$10,803.00	\$34.25	\$18,974.50	\$25.00	\$13,850.00
6	HOT-MIX ASPHALT SURFACING	729	SQ YD	\$46.10	\$33,606.90	\$45.50	\$33,169.50	\$47.00	\$34,263.00
7	PORTLAND CEMENT CONCRETE PAVEMENT (SPECIAL)	408	SQ YD	\$69.80	\$28,478.40	\$87.00	\$35,496.00	\$85.00	\$34,680.00
8	P.C.C. DRIVEWAY PAVEMENT	901	SQ YD	\$69.50	\$62,619.50	\$69.00	\$62,169.00	\$80.00	\$72,080.00
9	PAVEMENT REMOVAL	408	SQ YD	\$8.35	\$3,406.80	\$20.50	\$8,364.00	\$10.00	\$4,080.00
10	DRIVEWAY PAVEMENT REMOVAL	1575	SQ YD	\$8.35	\$13,151.25	\$15.75	\$24,806.25	\$5.00	\$7,875.00
11	CLASS B PATCHES	206	SQ YD	\$93.00	\$19,158.00	\$140.00	\$28,840.00	\$100.00	\$20,600.00
12	PIPE CULVERTS, CLASS C, TYPE 1, 12" WATER MAIN QUALITY	380	FOOT	\$46.20	\$17,556.00	\$71.75	\$27,265.00	\$35.00	\$13,300.00
13	PIPE CULVERTS, CLASS C, TYPE 1, 15" WATER MAIN QUALITY	300	FOOT	\$42.60	\$12,780.00	\$81.60	\$24,480.00	\$40.00	\$12,000.00
14	PIPE CULVERTS, CLASS C, TYPE 1, 18" WATER MAIN QUALITY	128	FOOT	\$82.75	\$10,592.00	\$92.00	\$11,776.00	\$45.00	\$5,760.00
15	END SECTIONS, 12"	24	EACH	\$179.60	\$4,310.40	\$173.00	\$4,152.00	\$50.00	\$1,200.00
16	END SECTIONS, 15"	16	EACH	\$193.50	\$3,096.00	\$187.00	\$2,992.00	\$63.00	\$1,008.00
17	END SECTIONS, 18"	6	EACH	\$207.50	\$1,245.00	\$320.00	\$1,920.00	\$75.00	\$450.00
18	ABANDON AND FILL EXISTING SANITARY SEWER	31	CU YD	\$361.45	\$11,204.95	\$175.00	\$5,425.00	\$100.00	\$3,100.00
19	ABANDON AND FILL EXISTING MANHOLES	3	EACH	\$758.50	\$2,275.50	\$1,010.00	\$3,030.00	\$1,000.00	\$3,000.00
20	ABANDON AND FILL EXISTING LIFT STATIONS	1	EACH	\$2,025.00	\$2,025.00	\$5,875.00	\$5,875.00	\$2,000.00	\$2,000.00
21	FORCE MAIN PIGGING & APPURTENANCES	1	L.SUM	\$11,040.00	\$11,040.00	\$18,900.00	\$18,900.00	\$5,000.00	\$5,000.00
22	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$5,055.00	\$5,055.00	\$22,000.00	\$22,000.00	\$50,000.00	\$50,000.00
23	WATER TRENCH BACKFILL	919	CU YD	\$25.00	\$22,975.00	\$21.25	\$19,528.75	\$25.00	\$22,975.00
24	WATER MAIN ENCASEMENT	50	FOOT	\$103.00	\$5,150.00	\$202.00	\$10,100.00	\$100.00	\$5,000.00
25	DUCTILE IRON WATER MAIN TEE, 16" X 6"	10	EACH	\$1,300.00	\$13,000.00	\$1,500.00	\$15,000.00	\$1,055.00	\$10,550.00
26	DUCTILE IRON WATER MAIN REDUCER, 10" X 16"	1	EACH	\$920.00	\$920.00	\$925.00	\$925.00	\$735.00	\$735.00
27	DUCTILE IRON WATER MAIN, 16"	8953	FOOT	\$84.85	\$759,662.05	\$78.50	\$702,810.50	\$95.00	\$850,535.00
28	BUTTERFLY VALVES, 16", IN VALVE VAULT	6	EACH	\$7,520.00	\$45,120.00	\$7,700.00	\$46,200.00	\$6,200.00	\$37,200.00
29	TAPPING VALVES & SLEEVES, 10"	1	EACH	\$6,880.00	\$6,880.00	\$5,800.00	\$5,800.00	\$3,900.00	\$3,900.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

30	DUCTILE IRON WATER MAIN FITTINGS, 16", 11.25 DEGREE BEND	1	EACH	\$1,675.00	\$1,675.00	\$1,410.00	\$1,410.00	\$945.00	\$945.00
31	DUCTILE IRON WATER MAIN FITTINGS, 16", 22.50 DEGREE BEND	7	EACH	\$1,675.00	\$11,725.00	\$1,400.00	\$9,800.00	\$945.00	\$6,615.00
32	DUCTILE IRON WATER MAIN FITTINGS, 16", 45.00 DEGREE BEND	26	EACH	\$1,700.00	\$44,200.00	\$1,400.00	\$36,400.00	\$980.00	\$25,480.00
33	DUCTILE IRON WATER MAIN FITTINGS, 16", 90.00 DEGREE BEND	2	EACH	\$1,915.00	\$3,830.00	\$1,625.00	\$3,250.00	\$1,170.00	\$2,340.00
34	FIRE HYDRANT ASSEMBLY, COMPLETE	10	EACH	\$4,425.00	\$44,250.00	\$5,000.00	\$50,000.00	\$4,100.00	\$41,000.00
35	STEEL CASING PIPE, 30", DRILLED OR PUSHED	50	FOOT	\$427.00	\$21,350.00	\$456.00	\$22,800.00	\$425.00	\$21,250.00
36	INSTALL WATER MAIN IN CASING PIPE	50	FOOT	\$165.00	\$8,250.00	\$108.00	\$5,400.00	\$150.00	\$7,500.00
37	PVC CASING PIPE, 30"	40	FOOT	\$148.00	\$5,920.00	\$158.00	\$6,320.00	\$146.00	\$5,840.00
38	SANITARY TRENCH BACKFILL	822	CU YD	\$25.00	\$20,550.00	\$21.00	\$17,262.00	\$25.00	\$20,550.00
39	SANITARY FORCE MAIN ENCASEMENT	50	FOOT	\$78.00	\$3,900.00	\$182.00	\$9,100.00	\$100.00	\$5,000.00
40	SANITARY SEWER, 8"	54	FOOT	\$59.00	\$3,186.00	\$119.00	\$6,426.00	\$85.00	\$4,590.00
41	SANITARY SEWER, 12"	1806	FOOT	\$81.50	\$147,189.00	\$103.50	\$186,921.00	\$95.00	\$171,570.00
42	SANITARY FORCE MAIN, 8"	12890	FOOT	\$51.50	\$663,835.00	\$47.90	\$617,431.00	\$70.00	\$902,300.00
43	DUCTILE IRON SANITARY FITTINGS, 8" 11.25 DEGREE BEND	6	EACH	\$407.00	\$2,442.00	\$320.00	\$1,920.00	\$200.00	\$1,200.00
44	DUCTILE IRON SANITARY FITTINGS, 8" 22.50 DEGREE BEND	11	EACH	\$418.00	\$4,598.00	\$330.00	\$3,630.00	\$210.00	\$2,310.00
45	DUCTILE IRON SANITARY FITTINGS, 8" 45.00 DEGREE BEND	42	EACH	\$421.00	\$17,682.00	\$330.00	\$13,860.00	\$215.00	\$9,030.00
46	FORCE MAIN ACCESS MANHOLE COMPLETE	2	EACH	\$14,100.00	\$28,200.00	\$18,000.00	\$36,000.00	\$22,000.00	\$44,000.00
47	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	5	EACH	\$3,300.00	\$16,500.00	\$3,000.00	\$15,000.00	\$3,300.00	\$16,500.00
48	SANITARY LIFT STATION #1 COMPLETE	1	L.SUM	\$127,515.00	\$127,515.00	\$165,000.00	\$165,000.00	\$130,000.00	\$130,000.00
49	SANITARY LIFT STATION #2 COMPLETE	1	L.SUM	\$125,600.00	\$125,600.00	\$168,600.00	\$168,600.00	\$131,500.00	\$131,500.00
50	AIR RELEASE VALVE, IN VALVE VAULT	11	EACH	\$1,855.00	\$20,405.00	\$2,330.00	\$25,630.00	\$2,800.00	\$30,800.00
51	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	11	EACH	\$4,000.00	\$44,000.00	\$2,700.00	\$29,700.00	\$4,100.00	\$45,100.00
52	STEEL CASING PIPE, 16", DRILLED OR PUSHED	90	FOOT	\$261.00	\$23,490.00	\$275.00	\$24,750.00	\$255.00	\$22,950.00
53	INSTALL FORCE MAIN IN CASING PIPE	90	FOOT	\$47.00	\$4,230.00	\$60.00	\$5,400.00	\$58.00	\$5,220.00
54	ROCK FILL - FOUNDATION	20	TON	\$30.36	\$607.20	\$45.00	\$900.00	\$25.00	\$500.00
55	ROCK EXCAVATION	20	CU YD	\$228.00	\$4,560.00	\$325.00	\$6,500.00	\$150.00	\$3,000.00
	TOTALS				\$2,623,538.95		\$2,723,813.50		\$2,898,731.00

ITEM NO.	ITEM	Brandt Construction Company				McCarthy Improvement Company		Miller Trucking & Excavating, Inc.	
		APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL	1	L.SUM	\$5,700.00	\$5,700.00	\$15,000.00	\$15,000.00	\$2,300.00	\$2,300.00
2	SEEDING SPECIAL COMPLETE	1	L.SUM	\$92,500.00	\$92,500.00	\$48,000.00	\$48,000.00	\$35,000.00	\$35,000.00
3	EROSION CONTROL COMPLETE	1	L.SUM	\$55,500.00	\$55,500.00	\$58,000.00	\$58,000.00	\$75,000.00	\$75,000.00
4	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, BALLED, AND BURLAPPED	3	EACH	\$670.00	\$2,010.00	\$400.00	\$1,200.00	\$525.00	\$1,575.00
5	AGGREGATE SURFACE COURSE, TYPE B	554	TON	\$29.00	\$16,066.00	\$30.00	\$16,620.00	\$27.00	\$14,958.00
6	HOT-MIX ASPHALT SURFACING	729	SQ YD	\$41.00	\$29,889.00	\$33.00	\$24,057.00	\$45.00	\$32,805.00
7	PORTLAND CEMENT CONCRETE PAVEMENT (SPECIAL)	408	SQ YD	\$64.00	\$26,112.00	\$67.00	\$27,336.00	\$94.00	\$38,352.00
8	P.C.C. DRIVEWAY PAVEMENT	901	SQ YD	\$62.00	\$55,862.00	\$71.00	\$63,971.00	\$69.50	\$62,619.50
9	PAVEMENT REMOVAL	408	SQ YD	\$13.00	\$5,304.00	\$10.00	\$4,080.00	\$10.00	\$4,080.00
10	DRIVEWAY PAVEMENT REMOVAL	1575	SQ YD	\$15.00	\$23,625.00	\$10.00	\$15,750.00	\$10.00	\$15,750.00
11	CLASS B PATCHES	206	SQ YD	\$95.00	\$19,570.00	\$119.00	\$24,514.00	\$94.00	\$19,364.00
12	PIPE CULVERTS, CLASS C, TYPE 1, 12" WATER MAIN QUALITY	380	FOOT	\$49.00	\$18,620.00	\$50.00	\$19,000.00	\$65.00	\$24,700.00
13	PIPE CULVERTS, CLASS C, TYPE 1, 15" WATER MAIN QUALITY	300	FOOT	\$61.00	\$18,300.00	\$58.00	\$17,400.00	\$77.50	\$23,250.00
14	PIPE CULVERTS, CLASS C, TYPE 1, 18" WATER MAIN QUALITY	128	FOOT	\$70.00	\$8,960.00	\$70.00	\$8,960.00	\$120.00	\$15,360.00
15	END SECTIONS, 12"	24	EACH	\$175.00	\$4,200.00	\$125.00	\$3,000.00	\$120.00	\$2,880.00
16	END SECTIONS, 15"	16	EACH	\$190.00	\$3,040.00	\$210.00	\$3,360.00	\$135.00	\$2,160.00
17	END SECTIONS, 18"	6	EACH	\$200.00	\$1,200.00	\$225.00	\$1,350.00	\$200.00	\$1,200.00
18	ABANDON AND FILL EXISTING SANITARY SEWER	31	CU YD	\$312.00	\$9,672.00	\$190.00	\$5,890.00	\$235.00	\$7,285.00
19	ABANDON AND FILL EXISTING MANHOLES	3	EACH	\$1,875.00	\$5,625.00	\$750.00	\$2,250.00	\$450.00	\$1,350.00
20	ABANDON AND FILL EXISTING LIFT STATIONS	1	EACH	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$900.00	\$900.00
21	FORCE MAIN PIGGING & APPURTENANCES	1	L.SUM	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$28,500.00	\$28,500.00
22	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$50,500.00	\$50,500.00	\$196,000.00	\$196,000.00	\$100,000.00	\$100,000.00
23	WATER TRENCH BACKFILL	919	CU YD	\$29.00	\$26,651.00	\$50.00	\$45,950.00	\$16.00	\$14,704.00
24	WATER MAIN ENCASEMENT	50	FOOT	\$186.00	\$9,300.00	\$80.00	\$4,000.00	\$80.00	\$4,000.00
25	DUCTILE IRON WATER MAIN TEE, 16" X 6"	10	EACH	\$1,600.00	\$16,000.00	\$2,000.00	\$20,000.00	\$1,520.00	\$15,200.00
26	DUCTILE IRON WATER MAIN REDUCER, 10" X 16"	1	EACH	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$850.00	\$850.00
27	DUCTILE IRON WATER MAIN, 16"	8953	FOOT	\$90.00	\$805,770.00	\$80.00	\$716,240.00	\$100.00	\$895,300.00
28	BUTTERFLY VALVES, 16", IN VALVE VAULT	6	EACH	\$7,500.00	\$45,000.00	\$8,700.00	\$52,200.00	\$8,900.00	\$53,400.00
29	TAPPING VALVES & SLEEVES, 10"	1	EACH	\$4,700.00	\$4,700.00	\$4,400.00	\$4,400.00	\$6,050.00	\$6,050.00
30	DUCTILE IRON WATER MAIN FITTINGS, 16", 11.25 DEGREE BEND	1	EACH	\$1,440.00	\$1,440.00	\$1,300.00	\$1,300.00	\$1,275.00	\$1,275.00
31	DUCTILE IRON WATER MAIN FITTINGS, 16", 22.50 DEGREE BEND	7	EACH	\$1,440.00	\$10,080.00	\$1,300.00	\$9,100.00	\$1,275.00	\$8,925.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

32	DUCTILE IRON WATER MAIN FITTINGS, 16", 45.00 DEGREE BEND	26	EACH	\$1,475.00	\$38,350.00	\$1,300.00	\$33,800.00	\$1,300.00	\$33,800.00
33	DUCTILE IRON WATER MAIN FITTINGS, 16", 90.00 DEGREE BEND	2	EACH	\$1,700.00	\$3,400.00	\$1,500.00	\$3,000.00	\$1,575.00	\$3,150.00
34	FIRE HYDRANT ASSEMBLY, COMPLETE	10	EACH	\$5,300.00	\$53,000.00	\$5,000.00	\$50,000.00	\$5,100.00	\$51,000.00
35	STEEL CASING PIPE, 30", DRILLED OR PUSHED	50	FOOT	\$200.00	\$10,000.00	\$500.00	\$25,000.00	\$450.00	\$22,500.00
36	INSTALL WATER MAIN IN CASING PIPE	50	FOOT	\$172.00	\$8,600.00	\$21.00	\$1,050.00	\$200.00	\$10,000.00
37	PVC CASING PIPE, 30"	40	FOOT	\$155.00	\$6,200.00	\$125.00	\$5,000.00	\$225.00	\$9,000.00
38	SANITARY TRENCH BACKFILL	822	CU YD	\$29.00	\$23,838.00	\$50.00	\$41,100.00	\$16.00	\$13,152.00
39	SANITARY FORCE MAIN ENCASEMENT	50	FOOT	\$186.00	\$9,300.00	\$80.00	\$4,000.00	\$80.00	\$4,000.00
40	SANITARY SEWER, 8"	54	FOOT	\$74.00	\$3,996.00	\$100.00	\$5,400.00	\$110.00	\$5,940.00
41	SANITARY SEWER, 12"	1806	FOOT	\$114.00	\$205,884.00	\$90.00	\$162,540.00	\$75.50	\$136,353.00
42	SANITARY FORCE MAIN, 8"	12890	FOOT	\$60.50	\$779,845.00	\$55.00	\$708,950.00	\$65.00	\$837,850.00
43	DUCTILE IRON SANITARY FITTINGS, 8" 11.25 DEGREE BEND	6	EACH	\$550.00	\$3,300.00	\$350.00	\$2,100.00	\$285.00	\$1,710.00
44	DUCTILE IRON SANITARY FITTINGS, 8" 22.50 DEGREE BEND	11	EACH	\$550.00	\$6,050.00	\$350.00	\$3,850.00	\$300.00	\$3,300.00
45	DUCTILE IRON SANITARY FITTINGS, 8" 45.00 DEGREE BEND	42	EACH	\$550.00	\$23,100.00	\$350.00	\$14,700.00	\$300.00	\$12,600.00
46	FORCE MAIN ACCESS MANHOLE COMPLETE	2	EACH	\$15,400.00	\$30,800.00	\$23,000.00	\$46,000.00	\$25,000.00	\$50,000.00
47	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	5	EACH	\$3,350.00	\$16,750.00	\$4,000.00	\$20,000.00	\$4,000.00	\$20,000.00
48	SANITARY LIFT STATION #1 COMPLETE	1	L.SUM	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$160,000.00	\$160,000.00
49	SANITARY LIFT STATION #2 COMPLETE	1	L.SUM	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$160,000.00	\$160,000.00
50	AIR RELEASE VALVE, IN VALVE VAULT	11	EACH	\$3,250.00	\$35,750.00	\$2,400.00	\$26,400.00	\$4,475.00	\$49,225.00
51	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	11	EACH	\$3,850.00	\$42,350.00	\$6,000.00	\$66,000.00	\$4,570.00	\$50,270.00
52	STEEL CASING PIPE, 16", DRILLED OR PUSHED	90	FOOT	\$125.00	\$11,250.00	\$400.00	\$36,000.00	\$275.00	\$24,750.00
53	INSTALL FORCE MAIN IN CASING PIPE	90	FOOT	\$63.50	\$5,715.00	\$18.00	\$1,620.00	\$125.00	\$11,250.00
54	ROCK FILL - FOUNDATION	20	TON	\$40.00	\$800.00	\$75.00	\$1,500.00	\$85.00	\$1,700.00
55	ROCK EXCAVATION	20	CU YD	\$200.00	\$4,000.00	\$115.00	\$2,300.00	\$135.00	\$2,700.00
	TOTALS				\$3,080,674.00		\$3,085,938.00		\$3,183,342.50

Council Bill/Resolution No. 1121-2015

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project #1232, Washburn Building Demolition, in the amount of \$69,505.

\_\_\_\_\_  
WHEREAS, bids were publicly read on September 29, 2015; and

WHEREAS, bids were solicited with Miller Trucking & Excavating, 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 Miller Trucking & Excavating, Inc. for Project #1232, Washburn Building Demolition, in the amount of \$69,505; 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

October 20, 2015

Date

Passed: October 20, 2015

Approved: November 3, 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 **MILLER TRUCKING & EXCAVATING, INC.** of **3303 JOHN DEERE ROAD, SILVIS, IL 61282**, 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 **SIXTY NINE THOUSAND FIVE HUNDRED FIVE AND 00/100 (\$69,505.00) 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 #1232, WASHBURN BUILDING DEMOLITION** 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 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/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 **SIXTY NINE THOUSAND FIVE HUNDRED FIVE AND 00/100 (\$69,505.00) 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: 9/29/2015 11:00 a.m.

Project: 1232 - Demolition, 1101 4th Avenue

**Miller Trucking & Excavating,  
Inc. Valley Construction Company**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Demolition	1	L. Sum	\$37,000.00	\$37,000.00	\$37,777.00	\$37,777.00		\$0.00
2	Sidewalk Removal	725	S.F.	\$1.00	\$725.00	\$2.90	\$2,102.50		\$0.00
3	PCC Sidewalk, 4"	900	S.F.	\$7.00	\$6,300.00	\$7.00	\$6,300.00		\$0.00
4	PCC Sidewalk Ramp, 6"	150	S.F.	\$23.00	\$3,450.00	\$28.00	\$4,200.00		\$0.00
5	Detectable Warnings	85	S.F.	\$38.00	\$3,230.00	\$24.00	\$2,040.00		\$0.00
6	Remove & Replace Combination Curb & Gutter	140	L.F.	\$45.00	\$6,300.00	\$71.00	\$9,940.00		\$0.00
7	Class B Patch, TY IV w/HMA	25	S.Y.	\$160.00	\$4,000.00	\$238.50	\$5,962.50		\$0.00
8	Traffic Control Complete	1	L.SUM	\$8,500.00	\$8,500.00	\$6,455.00	\$6,455.00		\$0.00
	<b>TOTAL</b>				<b>\$69,505.00</b>		<b>\$74,777.00</b>		<b>\$0.00</b>

Council Bill/Resolution No. 1122-2015

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

A RESOLUTION

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

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

\_\_\_\_\_

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

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

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

WHEREAS, the exact extent and boundaries of the redevelopment project area are not precisely defined at this time but the area being considered includes the property located at 1630 5<sup>th</sup> Avenue also known as the 5<sup>th</sup> Avenue Building and the surrounding area, as delineated on Exhibit “A” attached hereto; and

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moline, Illinois, as follows:

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

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

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 20, 2015  
Date

Passed: \_\_\_\_\_  
October 20, 2015

Approved: \_\_\_\_\_  
November 3, 2015

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

Approved as to Form:

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

Council Bill/Resolution No. 1123-2015

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$35,000 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Moline Centre Redevelopment Project Area.

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

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

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

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

That the Mayor and City Clerk are hereby authorized to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$35,000 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Moline Centre Redevelopment Project area; provided, however, said Agreement is in substantially similar form and content to that attached hereto and incorporated herein as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

October 20, 2015

Date

Passed: October 20, 2015

Approved: November 3, 2015

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

Approved as to Form:

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

**I. SCOPE OF SERVICES**

**A. Inducement Resolution**

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

**B. Interested Parties Registry**

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

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

2. An updated TIF interested parties registration form.

### **C. Eligibility Analysis**

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

### **D. Redevelopment Plan**

PGAV will prepare a Redevelopment Plan for the TIF Area to be known as the Downtown Historic Area Redevelopment Project Area or other such name as may be requested by the City. This Plan will include, as required under the TIF Act, the following:

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

2. Exhibits:

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

- a. Redevelopment Project Area Map for the Downtown Historic Area Redevelopment Project Area.
- b. Existing Land Use Map
- c. Existing Conditions Map.
- d. General Land Use Plan.
- e. Estimated Redevelopment Project Costs.
- f. Parcel key map indexed to a list of County Permanent Identification Numbers (PINs), property owners and most recent equalized assessed valuation (EAV).

**E. Review & Approval Process**

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

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

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

- A.** A person to serve as a point of contact with the City, who will interact with PGAV staff and be responsible for tasks to be completed by the City.
- B.** A person knowledgeable of the City's building and life safety codes (e.g., building inspector), to join the PGAV staff person conducting investigative fieldwork. Alternatively, the City may provide specific information on building and life safety code violations or non-compliance with respect the buildings in the Study Area.
- C.** Provide a digital base map of the Study Area with appropriate ArcGIS shape files. Said digital map files, at a minimum, shall include parcels, street names, water features, PIN numbers and high-resolution aerial photography.
- D.** Collect the most recent equalized assessed valuation (E.A.V.) of each parcel in the Project Area from the County Assessor's office, including name and address of property owners. While collecting this information, the City will obtain the historical E.A.V. for each parcel going back to 2009. This infor-

mation will be provided to PGAV in an Excel spreadsheet model developed by PGAV and provided to the City in digital form for data entry.

- E.** Prepare the boundary description of the proposed Redevelopment Project Area.
- F.** Accomplish any necessary amendments to the City's Comprehensive Plan so that the proposed uses contained in the TIF redevelopment plan are consistent with the Comprehensive Plan for the City as a whole.
- G.** Be responsible for the publication of the required public hearing notices in the local newspaper and mailing of various required notices to taxing districts, property owners within the Redevelopment Project Area and residential addressees within 750 feet of the proposed Project Area boundary. The City will be responsible for ensuring that such publications and mailings take place in accordance with the schedule prepared by PGAV under Section I of this Agreement.
- H.** Provide any other information that may be relevant to determining eligibility including information on inadequate utilities, etc.

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

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

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

- A.** Compensation for the completed services associated with Tasks A through E of the Scope of Services shall be \$33,500, exclusive of reimbursable expenses as stated below.
- B.** Reimbursable expenses will consist of reasonable travel expenses, local mileage, long distance telephone charges, express delivery charges, photographic expenses, or the cost of printing or other reproduction of documents. Such expenses will be billed at their direct cost to PGAV. Reimbursable expenses shall not exceed \$1,500 without prior written consent from the City.
- C.** Method of Compensation shall be in accordance with the below schedule:
  - 1. \$3,000 Retainer amount upon signing of contract and submittal of Invoice
  - 2. \$13,500 upon completion of services stated in Section I, Tasks A, B, and C, and submittal of Invoice.
  - 3. \$10,000 upon completion of the Redevelopment Plan as stated in Section I, Task D and submittal of invoice.
  - 4. \$7,000 upon completion of Section I, Task E and submittal of invoice.

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

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

## V. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

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

- A. Revisions to the Eligibility Study or TIF Redevelopment Plan if the boundaries of the Project Area change after completion of said Eligibility Study;
- B. Undertaking special studies such as market studies, economic impact studies, traffic impact studies and any other special studies that may be useful to the City in making decisions on specific development proposals within the Project Area;
- C. Preparation of a Housing Impact Study. It is assumed that the final Project Area boundary will limit the number of housing units to the least amount possible and that the final redevelopment plan will not be expected to result in the displacement of 10 or more inhabited residential units. In the event that there are 10 or more inhabited residential units, it is assumed that the City will certify in the TIF plan that displacement of such units would not take place as a result of the plan.
- D. Preparation of the required annual TIF reports that are required to be submitted to the Illinois Comptroller's Office;
- E. Preparation of tax increment revenue history or projections to be used in support of issuance of TIF bonds or other obligations or reporting on any outstanding bond issues.
- F. Preparation of and/or review of redevelopment agreements between the City and private parties wishing to receive TIF assistance.

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

## VI. PROJECT STAFFING & MANAGEMENT

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

**VII. TERMINATION OF AGREEMENT**

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

**VIII. MISCELLANEOUS PROVISIONS**

The Scope of Services, provided in Section I of this Agreement, is based upon the provisions of the TIF Act as of December 31, 2014. Should anything occur that would cause TIF Redevelopment Plan to be prepared and processed under the terms of any subsequent amendments, the applicable portions of this Agreement shall be amended as appropriate.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CITY OF MOLINE, ILLINOIS

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

\_\_\_\_\_  
Scott Raes, Mayor

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

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

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

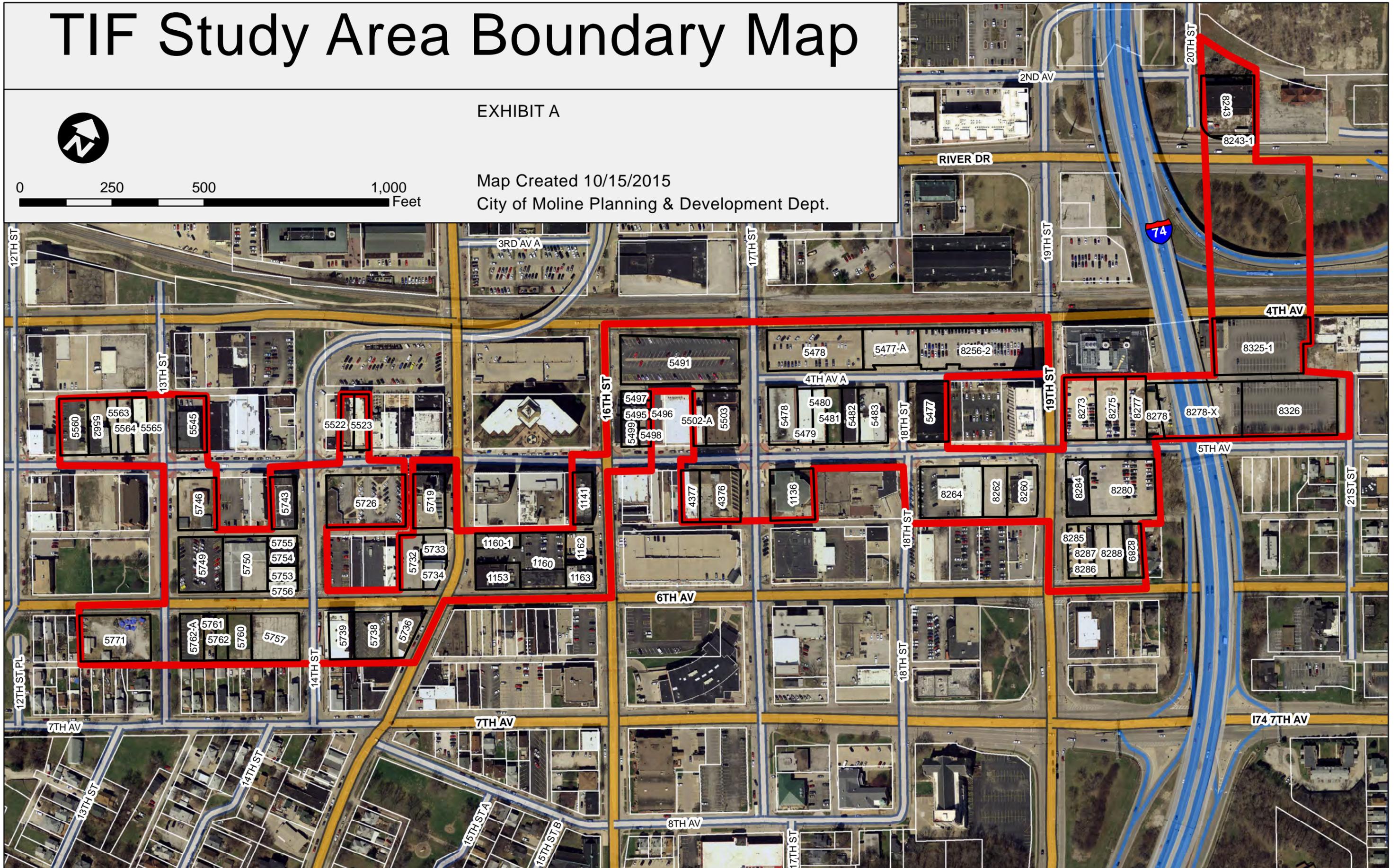
Attachment: Exhibit A – Downtown Historic Area TIF Study Area

# TIF Study Area Boundary Map



EXHIBIT A

Map Created 10/15/2015  
City of Moline Planning & Development Dept.



Council Bill/Special Ordinance No. 4047-2015

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

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Estoppel Certificate and Consent Agreement (“Agreement”) permitting Tower Assets Newco IX, LLC, a Delaware limited liability company to take assignment of the Tower Site Option and Ground Lease Agreement (“Lease”) between the City and Pegasus Tower Development Company, LLC, for the site located at 2701 30<sup>th</sup> Street Court, Moline, Illinois.

\_\_\_\_\_  
WHEREAS, on March 30, 2010, the City executed a Lease with Pegasus Tower Company, LTD., for its placement of antenna facilities on City premises located at 2701 30<sup>th</sup> Street Court, known as Jefferson Park; and

WHEREAS, Pegasus Tower Company, LTD., proceeded with exercising the option and pursuant to terms of the Lease, started its Lease with the City on January 1, 2011; and

WHEREAS, pursuant to terms of the Lease, Pegasus Tower Company, LTD., assigned its interest in the Lease to Pegasus Tower Development Company, LLC; and

WHEREAS, City staff has received and reviewed the financials of Tower Assets Newco IX, LLC (“Tower Assets”) and finds them acceptable in valuation as a service provider; and

WHEREAS, execution of the Agreement by the City will allow Tower Assets to take assignment of the Lease upon closing of the transaction between Pegasus Tower Development Company, LLC, and Tower Assets.

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute an Estoppel Certificate and Consent Agreement permitting Tower Assets Newco IX, LLC, a Delaware limited liability company, to take assignment of the Tower Site Option and Ground Lease Agreement between the City and Pegasus Tower Development Company, LLC, for the site located at 2701 30<sup>th</sup> Street Court, Moline, Illinois; provided, however, that said Estoppel Certificate and Consent 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

ESTOPPEL CERTIFICATE & CONSENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned ("Landlord"), being the owner of the real property described on Exhibit A attached hereto (the "Real Estate"), which Real Estate is presently leased to **PEGASUS TOWER DEVELOPMENT COMPANY, LLC** ("Tenant") pursuant to a Tower Site Lease Agreement effective January 1, 2011, as amended, between Tenant and Landlord (the "Lease"), does hereby consent to the assignment of Tenant's interest in the Lease to **TOWER ASSETS NEWCO IX LLC**, a Delaware limited liability company ("Purchaser"), such assignment to be effective on such date as Tenant assigns its rights under the Lease to Purchaser.

Landlord hereby certifies to Purchaser that: (i) Landlord is the fee simple owner of the Real Estate and has good and marketable title thereto, free of any liens, claims and/or encumbrances other than non-delinquent real estate taxes; (ii) Tenant is the present lessee under the Lease; (iii) no person or entity other than Landlord, Tenant and any sublessee or licensee of Tenant possesses any right to utilize and/or is presently utilizing the Real Estate; (iv) the Lease is in full force and effect according to its terms and the Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter thereof; (v) the present term of the Lease expires on January 1, 2016 subject to renewal according to the terms of the Lease; (vi) neither Tenant nor Landlord is in default under the Lease; (vii) the monthly rental under the Lease is \$2,025.92 per month, subject to the periodic adjustments to such rent set forth in the Lease; (viii) neither the undersigned nor the Tenant under the Lease has commenced any action or has given or received any notice for the purpose of terminating the Lease.

Purchaser and Landlord hereby acknowledge and agree that: (i) Purchaser will rely on this Certificate in agreeing to acquire all of Tenant's right, title and interest under the Lease; and (ii) this Certificate is being made in favor of Purchaser and, Trust Mark National Bank, its lender, and Purchaser's lender may rely upon this Certificate and the representations, consents, set forth herein.

Landlord (i) has not assigned Landlord's interest in the Lease, and (ii) is not under agreement to or negotiating an agreement to assign its interest in the Lease.

[Continued on the Next Page]



The Lease and the terms and provisions set forth therein shall remain in full force and effect. This Estoppel Certificate and Consent Agreement has been executed by Landlord and is true to the best of Landlord's knowledge.

City of Moline, an Illinois municipal corporation  
Name of Landlord

By: \_\_\_\_\_  
Scott Raes, Mayor of the City of Moline

Attest:

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

Date: \_\_\_\_\_  
Approved as to Form:

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

**AGREED TO AND ACCEPTED BY  
PURCHASER (as successor in  
interest to Tenant under the Lease):**

TOWER ASSETS NEWCO IX LLC

By:   
William Orgel  
Title: President

STATE OF Illinois \_\_\_\_\_  
COUNTY OF Rock Island \_\_\_\_\_

Subscribed and sworn to before me, a notary public in and for said state and county, by Scott Raes, Mayor of the City of Moline, Illinois and Tracy Koranda, City Clerk of the City of Moline, Illinois, this \_\_\_ day of \_\_\_\_, 20\_\_, and he/she/they stated to me that his/her/their execution and delivery of the foregoing instrument was his/her/their free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF Tennessee  
COUNTY OF Shelby

Subscribed and sworn to before me, a notary public in and for said state and county, by William Orgel, acting in his capacity as the President of the Purchaser named herein, this 4 day of September, 2015, and he stated to me that his execution and delivery of the foregoing instrument was his free act and deed in such capacity and the free act and deed of said Purchaser.

  
\_\_\_\_\_  
Notary Public

My commission expires: 09-16-2018



## EXHIBIT A

### DESCRIPTION OF REAL ESTATE

#### **Description of Grantor's Property**

A tract of land in the East Half of Section 9, Township 17 North, Range 1 West of the Fourth Principal Meridian, bounded and described as follows, to wit:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 9; thence Southerly along the East line of said Northwest Quarter of said Northeast Quarter of said Section 9, a distance of 499 feet, more or less, to a point in the Northerly right of way line for a highway designated Federal Aid Interstate 74, said point being the point of beginning of the hereinafter described tract; thence North 23° 09' 06" West along said right of way line a distance of 506.26 feet; thence North 34° 20' 47" West along said right of way line a distance of 953.0 feet; thence Northeasterly along a line bearing North 20° 42' 30" East, a distance of 372.85 feet thence Northerly along a line bearing North 0° 06' West, a distance of 18.0 feet; thence Easterly along a line bearing North 89° 16' East; a distance of 100.0 feet; thence Southerly along a line bearing South 0° 06' East, a distance of 612.6 feet; thence Easterly along a line bearing North 89° 18' East, a distance 504.6 feet to a point in said East line of said Northwest Quarter of said Northeast Quarter of said Section 9; thence Southerly along said East line of said Northwest Quarter of said Northeast Quarter of said Section 9 to the point of beginning, containing 8.2 acres, more or less.

**SCHEDULE A**  
**to First Amendment to Tower Site Option and Ground Lease Agreement**

**Description of Leased Property**

**DESCRIPTION OF LEASE AREA**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 50.00 FEET;

THIS PARCEL CONTAINS 3,000 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

**DESCRIPTION OF UTILITY EASEMENT**

A 5 FOOT WIDE, AS MEASURED PERPENDICULAR, STRIP PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET;

THENCE SOUTH 61° 31' 28" WEST 1.71 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE SOUTH 75° 10' 10" EAST 339.43 FEET TO THE END OF SAID CENTERLINE;

THIS PARCEL CONTAINS 1,697 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

### **DESCRIPTION OF LANDSCAPE EASEMENT**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 70.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 70.00 FEET;

THENCE SOUTH 61° 31' 28" WEST 70.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET TO THE POINT OF BEGINNING;

THIS PARCEL CONTAINS 1,900 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

**DESCRIPTION OF ACCESS/UTILITY EASEMENT**

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 25.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 15.89 FEET;

THENCE 10.74 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 59° 14' 16" EAST 10.23 FEET);

THENCE NORTH 90° 00' 00" EAST 171.18 FEET;

THENCE 87.24 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 20' 51" EAST 79.75 FEET);

THENCE SOUTH 06° 41' 42" EAST 72.07 FEET;

THENCE 21.81 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 20' 51" EAST 19.94 FEET);

THENCE NORTH 90° 00' 00" EAST 57.22 FEET TO THE WESTERLY LINE OF GREEN ACRES 1ST ADDITION;

THENCE SOUTH 00° 16' 41" WEST 25.00 FEET ALONG THE SAID WESTERLY LINE OF GREEN ACRES 1ST ADDITION;

THENCE SOUTH 90° 00' 00" WEST 57.10 FEET;

THENCE 58.16 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 48° 20' 51" WEST 53.17 FEET);

THENCE NORTH 06° 41' 42" WEST 72.07 FEET;

THENCE 50.89 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 48° 20' 51" WEST 46.52 FEET);

THENCE SOUTH 90° 00' 00" WEST 156.05 FEET;

THENCE 17.39 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 75° 45' 44" WEST 17.22 FEET);

THENCE SOUTH 61° 31' 28" WEST 15.61 FEET TO THE POINT OF BEGINNING;

THENCE THIS PARCEL CONTAINS 11,497 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

# **City of Moline**

September 2015  
Financial Report

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CITY OF MOLINE  
SUMMARY OF REVENUE AND EXPENDITURES  
AS OF 09/30/2015

	BUDGET	YTD ACTUAL	VARIANCE
<b>GENERAL FUND</b>			
Revenues	\$41,305,920	\$32,986,370	\$8,319,550
Expenditures	\$41,305,920	\$29,491,547	\$11,814,373
Difference	\$0	\$3,494,823	
<b>GENERAL TRUST FUND</b>			
Revenues	\$405,000	\$467,273	(\$62,273)
Expenditures	\$405,000	\$348,804	\$56,196
Difference	\$0	\$118,469	
<b>SFOOR GRANT</b>			
Revenues	\$88,200	\$101,159	(\$12,959)
Expenditures	\$88,200	\$68,939	\$19,261
Difference	\$0	\$32,219	
<b>TOURISM FUND</b>			
Revenues	\$52,950	\$32	\$52,918
Expenditures	\$52,950	\$0	\$52,950
Difference	\$0	\$32	
<b>LEAD GRANT</b>			
Revenues	\$750,695	\$435,580	\$315,115
Expenditures	\$750,695	\$424,031	\$326,664
Difference	\$0	\$11,549	
<b>HOMEBUYER TRUST GRANT</b>			
Revenues	\$107,845	\$38,847	\$68,998
Expenditures	\$107,845	\$70,796	\$37,049
Difference	\$0	(\$31,949)	
<b>EMERGENCY REPAIR GRANT</b>			
Revenues	\$98,300	\$0	\$98,300
Expenditures	\$98,300	\$40,958	\$57,342
Difference	\$0	(\$40,958)	
<b>ABANDONED PROP PROGRAM</b>			
Revenues	\$58,910	\$12,838	\$46,072
Expenditures	\$58,910	\$36,015	\$22,895
Difference	\$0	(\$23,177)	
<b>NSP2 GRANT</b>			
Revenues	\$120,370	\$487,162	(\$366,792)
Expenditures	\$120,370	\$176,028	(\$55,658)
Difference	\$0	\$311,134	
<b>AG GRANT</b>			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$517	(\$517)
Difference	\$0	(\$517)	

	BUDGET	YTD ACTUAL	VARIANCE
<b>BLIGHT REDUCTION PROGRAM</b>			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$2,140	(\$2,140)
Difference	\$0	(\$2,140)	
<b>LIBRARY FUND</b>			
Revenues	\$3,193,155	\$2,532,486	\$660,669
Expenditures	\$3,193,155	\$2,240,990	\$952,165
Difference	\$0	\$291,496	
<b>PARK FUND</b>			
Revenues	\$3,812,465	\$3,040,327	\$772,138
Expenditures	\$3,812,465	\$2,776,967	\$1,035,498
Difference	\$0	\$263,360	
<b>MOTOR FUEL TAX FUND</b>			
Revenues	\$2,482,830	\$588,719	\$1,894,111
Expenditures	\$2,482,830	\$13,636	\$2,469,194
Difference	\$0	\$575,083	
<b>COMMUNITY DEVELOPMENT</b>			
Revenues	\$674,400	\$578,239	\$96,161
Expenditures	\$674,400	\$435,267	\$239,133
Difference	\$0	\$142,972	
<b>REVOLVING LOAN FUND</b>			
Revenues	\$243,000	\$10,876	\$232,124
Expenditures	\$243,000	\$31,241	\$211,759
Difference	\$0	(\$20,365)	
<b>TAX INCREMENTAL FINANCING #1</b>			
Revenues	\$3,243,025	\$2,243,798	\$999,227
Expenditures	\$3,243,025	\$407,197	\$2,835,828
Difference	\$0	\$1,836,602	
<b>TAX INCREMENTAL FINANCING #2</b>			
Revenues	\$239,975	\$181,712	\$58,263
Expenditures	\$239,975	\$52,715	\$187,260
Difference	\$0	\$128,997	
<b>TAX INCREMENTAL FINANCING #3</b>			
Revenues	\$52,785	\$51,676	\$1,109
Expenditures	\$52,785	\$46,642	\$6,143
Difference	\$0	\$5,034	
<b>TAX INCREMENTAL FINANCING #4</b>			
Revenues	\$199,205	\$149,305	\$49,900
Expenditures	\$199,205	\$0	\$199,205
Difference	\$0	\$149,305	
<b>TIF #5 KONE CENTRE</b>			
Revenues	\$485,565	\$846,444	(\$360,879)
Expenditures	\$485,565	\$48,997	\$436,568
Difference	\$0	\$797,447	

	BUDGET	YTD ACTUAL	VARIANCE
<b>TIF #6 MOLINE PL PHASE II</b>			
Revenues	\$118,995	\$0	\$118,995
Expenditures	\$118,995	\$39,518	\$79,477
Difference	\$0	(\$39,518)	
<b>TIF #7 BUSINESS PARK</b>			
Revenues	\$4,139,475	\$7,210	\$4,132,265
Expenditures	\$4,139,475	\$245,130	\$3,894,345
Difference	\$0	(\$237,920)	
<b>TIF #9 Route 150</b>			
Revenues	\$1,205	\$7,569	(\$6,364)
Expenditures	\$1,205	\$0	\$1,205
Difference	\$0	\$7,569	
<b>TIF #8 MALL AREA</b>			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
<b>TIF #10 Health Park</b>			
Revenues	\$249,925	\$103,962	\$145,963
Expenditures	\$249,925	\$0	\$249,925
Difference	\$0	\$103,962	
<b>SPECIAL SERVICE AREA #5</b>			
Revenues	\$177,230	\$201,916	(\$24,686)
Expenditures	\$177,230	\$73,938	\$103,292
Difference	\$0	\$127,978	
<b>SPECIAL SERVICE AREA #6</b>			
Revenues	\$266,145	\$202,551	\$63,594
Expenditures	\$266,145	\$129,025	\$137,120
Difference	\$0	\$73,526	
<b>TIF #11 MULTI MODAL</b>			
Revenues	\$0	\$500	(\$500)
Expenditures	\$0	\$274,089	(\$274,089)
Difference	\$0	(\$273,589)	
<b>TIF #12 RIVERBEND COMMONS</b>			
Revenues	\$0	\$107,585	(\$107,585)
Expenditures	\$0	\$137,736	(\$137,736)
Difference	\$0	(\$30,151)	
<b>WATER FUND</b>			
Revenues	\$9,506,140	\$6,843,060	\$2,663,080
Expenditures	\$9,506,140	\$6,369,483	\$3,136,657
Difference	\$0	\$473,576	
<b>WPC FUND</b>			
Revenues	\$25,128,540	\$15,177,287	\$9,951,253
Expenditures	\$25,128,540	\$12,181,281	\$12,947,259
Difference	\$0	\$2,996,006	

	BUDGET	YTD ACTUAL	VARIANCE
<b>STORMWATER UTILITY</b>			
Revenues	\$1,130,370	\$762,801	\$367,569
Expenditures	\$1,130,370	\$701,227	\$429,143
Difference	\$0	\$61,575	
<b>FIRE PENSION</b>			
Revenues	\$6,336,850	\$3,855,427	\$2,481,423
Expenditures	\$6,336,850	\$3,407,706	\$2,929,144
Difference	\$0	\$447,721	
<b>REHER ART GALLERY</b>			
Revenues	\$48,765	\$13,767	\$34,998
Expenditures	\$48,765	\$2,724	\$46,041
Difference	\$0	\$11,043	
<b>PERPETUAL CARE FUND</b>			
Revenues	\$14,025	\$11,044	\$2,981
Expenditures	\$14,025	\$0	\$14,025
Difference	\$0	\$11,044	
<b>PARK/CEMETERY GIFTS</b>			
Revenues	\$32,000	\$43,059	(\$11,059)
Expenditures	\$32,000	\$37,837	(\$5,837)
Difference	\$0	\$5,222	
<b>FOREIGN FIRE INS TAX</b>			
Revenues	\$35,300	\$89	\$35,211
Expenditures	\$35,300	\$40,423	(\$5,123)
Difference	\$0	(\$40,334)	
<b>POLICE PENSION</b>			
Revenues	\$7,069,695	\$3,226,222	\$3,843,473
Expenditures	\$7,069,695	\$2,658,565	\$4,411,130
Difference	\$0	\$567,657	
<b>LIBRARY TRUST</b>			
Revenues	\$237,260	\$37,052	\$200,208
Expenditures	\$237,260	\$76,755	\$160,505
Difference	\$0	(\$39,702)	
<b>HEALTH BENEFIT FUND</b>			
Revenues	\$7,875,835	\$4,829,361	\$3,046,474
Expenditures	\$7,875,835	\$5,109,650	\$2,766,185
Difference	\$0	(\$280,288)	
<b>OPEB RETIREMENT FUND</b>			
Revenues	\$500,000	\$502,808	(\$2,808)
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$502,808	
<b>INFORMATION TECHNOLOGY</b>			
Revenues	\$1,139,390	\$699,549	\$439,841
Expenditures	\$1,139,390	\$826,544	\$312,846
Difference	\$0	(\$126,996)	

	BUDGET	YTD ACTUAL	VARIANCE
<b>PUBLIC SAFETY EQUIPMENT</b>			
Revenues	\$148,265	\$148,416	(\$151)
Expenditures	\$148,265	\$197,062	(\$48,797)
Difference	\$0	(\$48,646)	
<b>LIABILITY FUND</b>			
Revenues	\$3,838,085	\$2,528,379	\$1,309,706
Expenditures	\$3,838,085	\$1,606,136	\$2,231,949
Difference	\$0	\$922,242	
<b>FLEET SERVICES</b>			
Revenues	\$6,271,850	\$3,362,526	\$2,909,324
Expenditures	\$6,271,850	\$2,701,422	\$3,570,428
Difference	\$0	\$661,104	
<b>SANITATION FUND</b>			
Revenues	\$2,462,145	\$1,850,155	\$611,990
Expenditures	\$2,462,145	\$1,692,338	\$769,807
Difference	\$0	\$157,816	
<b>DEBT. SERVICE FUND</b>			
Revenues	\$3,088,450	\$1,824,622	\$1,263,828
Expenditures	\$3,088,450	\$1,824,622	\$1,263,828
Difference	\$0	\$0	
<b>2007 ESCROW ACCOUNT</b>			
Revenues	\$144,000	\$392,475	(\$248,475)
Expenditures	\$144,000	\$392,464	(\$248,464)
Difference	\$0	\$10	
<b>CAPITAL IMPROVEMENT FUND</b>			
Revenues	\$7,375,000	\$5,892,315	\$1,482,685
Expenditures	\$7,375,000	\$4,990,410	\$2,384,590
Difference	\$0	\$901,904	
<b>* TOTALS</b>			
Revenues	\$144,949,535	\$97,384,547	\$47,564,988
Expenditures	\$144,949,535	\$82,429,512	\$62,520,023
Difference	\$0	\$14,955,035	

**City of Moline  
Major Revenue Projection  
Summary Sheet  
as of September 30, 2015**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$11,114,012	\$14,684,000	\$14,684,000	\$0	\$14,677,835	0.04%	\$14,684,000	0.00%
State Sales Tax	\$7,755,134	\$10,550,000	\$9,719,600	\$830,400	\$9,457,039	2.78%	\$10,550,000	0.00%
Water User Fees	\$6,015,628	\$8,103,345	\$8,427,115	(\$323,770)	\$7,735,554	8.94%	\$8,103,345	0.00%
Sewer User Fees	\$5,634,831	\$7,558,910	\$7,817,190	(\$258,280)	\$6,725,107	16.24%	\$7,558,910	0.00%
Home Rule Sales Tax	\$6,249,346	\$8,471,000	\$7,923,700	\$547,300	\$8,106,203	-2.25%	\$8,371,000	1.19%
Income Tax	\$3,409,309	\$4,400,000	\$4,200,000	\$200,000	\$4,142,981	1.38%	\$4,300,000	2.33%
Replacement Tax	\$2,091,504	\$2,753,635	\$2,525,535	\$228,100	\$2,389,920	5.67%	\$2,753,535	0.00%
Utility Taxes	\$2,355,358	\$2,907,000	\$3,096,280	(\$189,280)	\$3,014,491	2.71%	\$2,850,000	2.00%
Food/Liquor Tax	\$1,683,149	\$2,305,000	\$2,075,675	\$229,325	\$2,016,801	0.00%	\$2,278,930	1.14%
Telecommunication Tax	\$1,042,373	\$1,408,625	\$1,395,625	\$13,000	\$1,636,428	-14.72%	\$1,395,625	0.93%
<b>Total</b>	<b>\$47,350,644</b>	<b>\$63,141,515</b>	<b>\$61,864,720</b>	<b>\$1,276,795</b>	<b>\$59,902,359</b>	<b>3.28%</b>	<b>\$62,845,345</b>	<b>0.47%</b>

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