City of Moline
619 16 Street, Moline – 2nd Floor
Council Chambers

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, May 3, 2016

Oath of Office

Oath of office for promotional appointment to the rank of Fire Lieutenant to Jerald T. Spiegel effective April 22, 2016.

Mayor's Board Appointments

- Mayor's reappointment of Kathy Carr to the Fire Pension Board for a full three year term to expire April 30, 2019.
- Mayor's reappointment of Kathy Carr to the Police Pension Board for a full two year term to expire April 30, 2018.

Proclamation

- A Proclamation from Blackhawk ABATE to declare May as "Motorcycle Awareness Month."
- A Proclamation from Butterworth Center & Deere Wiman House to declare May as "Celebration of the 60th Anniversary of the Butterworth Center & Deere Wiman House."
- A Proclamation from Moline Public Library to declare May 2-7, 2016 as "Children's Book Week."

Questions on the Agenda

Agenda Items

1. **Final Plat** (Shawn Christ, Land Development Manager)
2. **Site Lease Agreement** (Amy Keys, Deputy City Attorney)
3. **Police Grant** (Kim Hankins, Chief of Police / Public Safety Director)
4. **Amending TIF #1** (Ray Forsythe, Planning & Development Director)
5. **Approving TIF #13** (Ray Forsythe, Planning & Development Director)
6. **Designating TIF #13** (Ray Forsythe, Planning & Development Director)
7. **Adopting TIF #13** (Ray Forsythe, Planning & Development Director)
8. **Reconstruction of 21st Avenue West of 53rd Street** (Scott Hinton, City Engineer)
9. **Other**
10. **Public Comment**

Informational

Capital Improvement Program (Scott Hinton, City Engineer)

Explanation

1. **A Resolution approving the Final Plat for Valley View Second Subdivision Phase IV (Valley View Second Subdivision Phase IV, 6000 block of 44th Avenue).** (Shawn Christ, Land Development Manager)

Explanation: This is a one-lot subdivision to accommodate the land transaction from Menards to the developer and enable construction of a new Power Wash. The final PUD for the project was approved by the Plan Commission on January 13. The subdivision will include a short extension of 61st Street Drive (private), private stormwater facilities, and public water and sewer mains. Cash security has been provided, all requirements have been met, and the plat in order. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Recording Required
Goals Impacted: A Great Place to Live; Improved City Infrastructure & Facilities

2. **A Special Ordinance authorizing the Mayor and City Clerk to execute the Third Amendment to Site License Agreement ("Agreement") between the City of Moline ("City") and AT&T, where said Agreement leases a portion of the space on the City's water tower, located at 1531 17th Avenue, so that AT&T may install additional antennas, associated cables and other communications instruments.** (Amy Keys, Deputy City Attorney)

Explanation: The City has a portion of the space on the water tower located at 1531 17th Avenue that is currently leased to AT&T. AT&T is interested in entering into the aforementioned Agreement to allow for the installation of additional antennas, associated cables and other communications instruments. In conjunction therewith, the License Fees shall be increased by $200.00 per month. The new AT&T equipment will provide enhanced cell phone service to City residents. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Increased Revenue to Water Fund
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City

3. **A Resolution authorizing the Mayor to execute a Contractual Agreement between the City of Moline and the Illinois Department of Revenue setting forth the terms for acceptance of a grant award to the police department in the sum of $6,380.** (Kim Hankins, Chief of Police/Public Safety Director)

Explanation: The Illinois Department of Revenue (Liquor Control Commission) has awarded the police department a grant in the sum of $6,380 to conduct a retail education and enforcement program with Moline tobacco retailers. The program provides for three compliance checks to be conducted during the term of the agreement, August 1, 2016 through June 30, 2017.

Staff Recommendation: Approval
Fiscal Impact: Grant award of $6,380
Public Notice/Recording: N/A
Goal Impacted: Financially Strong City

4. **An Ordinance approving the 2016 Amendment to the City of Moline Tax Increment Financing Redevelopment Project Area # 1; and adopting the 2016 Amendment to the City of Moline Tax Increment Financing Redevelopment Project Area #1.** (Ray Forsythe, Planning & Development Director)

Explanation: In order to establish the proposed Moline Centre Redevelopment Project Area, the City must amend the Area boundaries of Downtown TIF #1 by removing additional property and street rights-of-way therefrom in order to establish a new TIF redevelopment project area. A public hearing with regard to the creation of the Proposed Moline Centre Redevelopment Project Area TIF was held on April 26, 2016. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Public Notice/Recording Required
Goals Impacted: A Great Place to Live; Improved City Infrastructure & Facilities

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5. **An Ordinance approving the Tax Increment Redevelopment Plan and Project for the Moline Centre Redevelopment Project Area.** (Ray Forsythe, Planning & Development Director)

Explanation: The creation of the Moline Centre Redevelopment Project Area TIF is being considered in order to assist the development of parts of TIF #1 that remain undeveloped, or #13 that have led or may lead to blight. The Redevelopment Plan and Project set forth the factors constituting the need for abatement of conditions in the proposed redevelopment project area. A public hearing with regard to the creation of the Proposed Moline Centre Redevelopment Project Area TIF was held on April 26, 2016. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Recording Required
Goals Impacted: A Great Place to Live; Improved City Infrastructure & Facilities

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6. **An Ordinance designating the Moline Centre Redevelopment Project Area.** (Ray Forsythe, Planning & Development Director)

Explanation: One of the responsibilities of City Council with regard to creating a TIF district is to designate the proposed area for the Proposed Moline Centre Redevelopment Project Area TIF. A public hearing with regard to the creation of the Proposed Moline Centre Redevelopment Project Area TIF was held on April 26, 2016. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Recording Required
Goals Impacted: A Great Place to Live; Improved City Infrastructure & Facilities

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7. **An Ordinance adopting Tax Increment Financing for the Moline Centre Redevelopment Project Area.** (Ray Forsythe, Planning & Development Director)

Explanation: The final action by the City to create the Moline Centre Redevelopment Project Area TIF is to adopt tax increment financing for the redevelopment project area. The City of Moline has adopted a Tax Increment Redevelopment Plan and Project, designated the Moline Centre Redevelopment Project Area pursuant to the provisions of the Act, and has otherwise complied with all other conditions precedent required by the Act. A public hearing with regard to the creation of the Proposed Moline Centre Redevelopment Project Area TIF was held on April 26, 2016.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Recording Required
Goals Impacted: A Great Place to Live; Improved City Infrastructure & Facilities

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8. **A Resolution authorizing the Mayor and City Clerk to execute a Contract with Miller Trucking & Excavating, Inc. for Project #1245, reconstruction of 21st Avenue West of 53rd Street, in the amount of $869,314.00.** (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on April 26, 2016, for Project #1245 with the following results:

$869,314.00	Miller Trucking & Excavating, Inc.
$912,563.54	Needham Excavating, Inc.
$921,842.20	Valley Construction Company
$932,858.40	KCM Construction Corp.
$989,908.00	Langman Construction, Inc.
$1,092,465.70	Brandt Constructio Co.
$1,298,566.75	Walter D. Laud, Inc.

Miller Trucking & Excavating, Inc. submitted the lowest responsible and responsive bid. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted and available as follows:

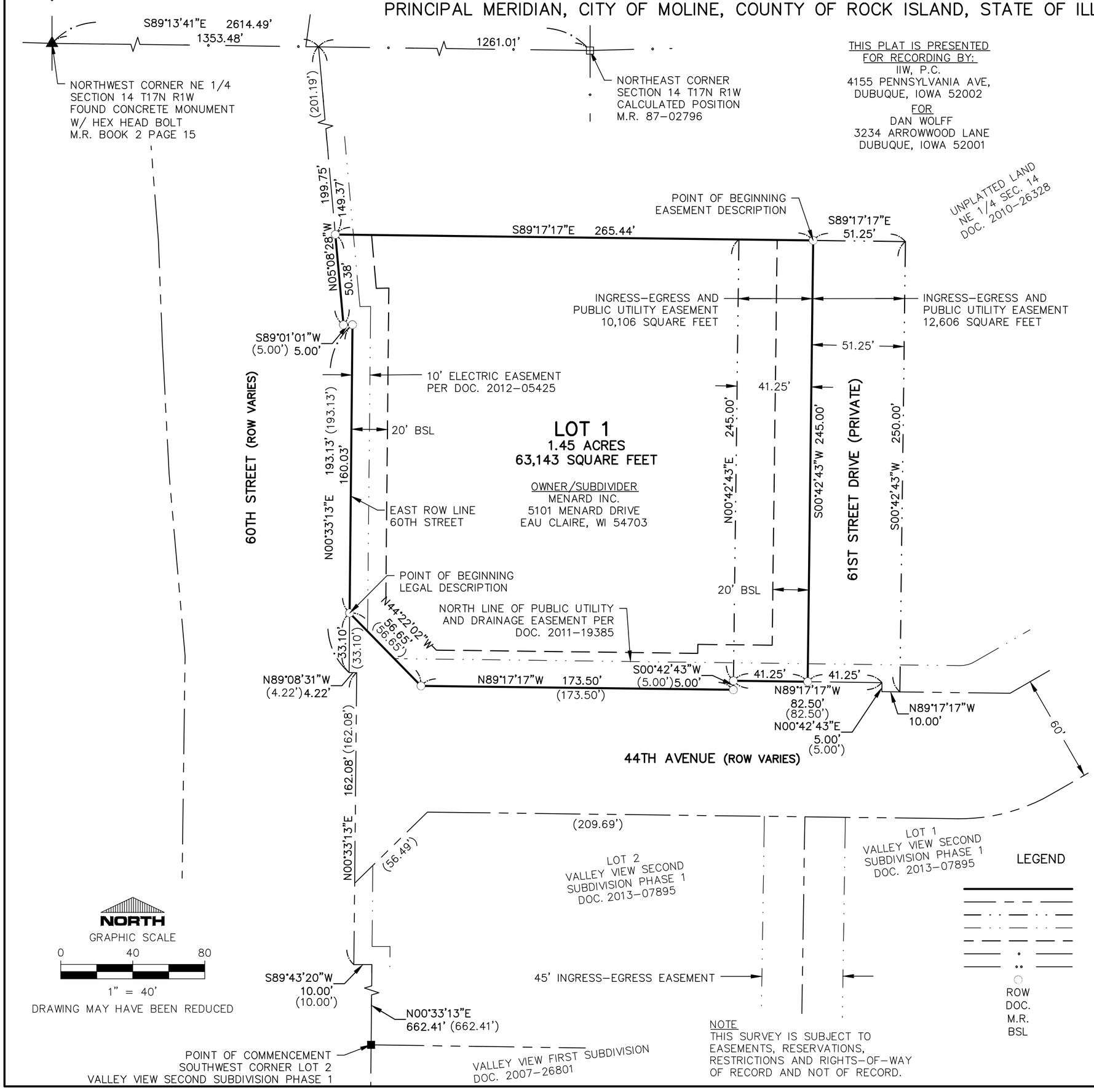
ACCOUNT	BUDGETED	AS-BID	
Utility Tax	320,000.00	338,955.00	510-9965-438.08-10
Water	335,000.00	257,162.00	310-1716-434.08-45
WPC	280,000.00	242,496.00	320-1840-433.08-30
Storm	45,000.00	30,701.00	330-1971-433.08-35
	$980,000.00	$869,314.00	

Public Notice/Recording: N/A

Goals Impacted: Upgrade City Infrastructure & Facilities

FINAL PLAT OF VALLEY VIEW SECOND SUBDIVISION PHASE IV

BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, COUNTY OF ROCK ISLAND, STATE OF ILLINOIS



THIS PLAT IS PRESENTED
FOR RECORDING BY:
IIW, P.C.
4155 PENNSYLVANIA AVE,
DUBUQUE, IOWA 52002
FOR
DAN WOLFF
3234 ARROWWOOD LANE
DUBUQUE, IOWA 52001

NOTE
THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD.

SURVEYORS CERTIFICATE

I, CRAIG L. GEISER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECTION ACCORDING TO THE SURVEYING LAWS OF THE STATE OF ILLINOIS AND THE CITY OF MOLINE'S SUBDIVISION ORDINANCE, FOR THE FOLLOWING DESCRIBED PROPERTY TO WIT:

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP SEVENTEEN (17) NORTH, RANGE ONE (1) WEST OF THE 4TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 VALLEY VIEW SECOND SUBDIVISION, PHASE 1 BEING RECORDED IN THE ROCK ISLAND COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 2013-07895, AND RUNNING THENCE NORTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF 60TH STREET THE FOLLOWING COURSES AND DISTANCES:
NORTH 0 DEGREES 33 MINUTES 13 SECONDS EAST, 662.41 FEET;
SOUTH 89 DEGREES 43 MINUTES 20 SECONDS WEST, 10.00 FEET;
NORTH 0 DEGREES 33 MINUTES 13 SECONDS EAST, 162.08 FEET;
NORTH 89 DEGREES 08 MINUTES 31 SECONDS WEST, 4.22 FEET;
NORTH 0 DEGREES 33 MINUTES 13 SECONDS EAST, 33.10 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 44TH AVENUE AND THE POINT OF BEGINNING.
THENCE NORTH 0 DEGREES 33 MINUTES 13 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF 60TH STREET, 160.03 FEET; THENCE SOUTH 89 DEGREES 01 MINUTE 01 SECOND WEST ALONG LAST NAMED LINE, 5.00 FEET; THENCE NORTH 05 DEGREES 08 MINUTES 28 SECONDS WEST ALONG LAST NAMED LINE, 50.38 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 17 SECONDS EAST, 265.44 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 43 SECONDS WEST, 245.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF 44TH AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES:
NORTH 89 DEGREES 17 MINUTES 17 SECONDS WEST, 41.25 FEET
SOUTH 0 DEGREES 42 MINUTES 43 SECONDS WEST, 5.00 FEET
NORTH 89 DEGREES 17 MINUTES 17 SECONDS WEST, 173.50 FEET
NORTH 44 DEGREES 22 MINUTES 02 SECONDS WEST, 56.65 FEET TO THE POINT OF BEGINNING, SITUATED IN THE CITY OF MOLINE, COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 1.45 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

5/8"DIAMETER BY 30"LONG STEEL REBARS WILL BE SET, PRIOR TO THE RECORDING OF THIS PLAT, AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17161C0330F WITH AN EFFECTIVE DATE OF APRIL 5, 2010 INDICATED THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AND AREA DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN. THESE MAPS DO NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 2016.

PRELIMINARY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003401
LICENSE EXPIRES NOVEMBER 30, 2016

THIS PROFESSIONAL SERVICES CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. DESIGN FIRM PROFESSIONAL REGISTRATION NO. 184-000951 EXPIRES APRIL 30, 2016.

SURVEYOR'S NOTES

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD.

2. THE BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD83 (2011 ADJUSTMENT).

3. THE PLATTED LANDS ARE ZONED "B-3" COMMUNITY BUSINESS DISTRICT PLANNED UNIT DEVELOPMENT AND THE ZONING AUTHORITY IS THE CITY OF MOLINE. BUILDING SETBACK LINES AND OTHER RESTRICTIONS ARE ESTABLISHED BY MOLINE CITY CODE SECTION 35-3310.

LEGEND

PROPERTY BOUNDARY
LOT LINE
PROPOSED EASEMENT LINE
EASEMENT LINE
BUILDING SETBACK LINE
SECTION LINE
QUARTER SECTION LINE
SET 5/8" X 30" REBAR
RIGHT-OF-WAY
DOCUMENT
MONUMENT RECORD
BUILDING SETBACK LINE

ROW
DOC.
M.R.
BSL

REVISED: 4-15-16

ILLINOIS DESIGN FIRM #184-000951

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4155 PENNSYLVANIA AVE | DUBUQUE, IOWA 52002

DRAWN	BMR	PLAT NO.	2-IL-16
CHECKED	CLG	PROJ. NO.	15099
DATE	3-30-16	SHEET	1 of 2

P:\15\099\DRAWINGS\SURVEY\15099 PLAT

FINAL PLAT OF VALLEY VIEW SECOND SUBDIVISION PHASE IV

BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, COUNTY OF ROCK ISLAND, STATE OF ILLINOIS

OWNERS CERTIFICATE

THIS IS TO CERTIFY THAT MENARD INC. IS THE OWNER OF THE LANDS SHOWN AND DESCRIBED ON THIS PLAT AND BY ITS DULY EXECUTED OFFICERS HAS AS SUCH OWNER CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON SHOWN. SIDEWALKS SHALL BE CONSTRUCTED AT THE TIME THE STRUCTURE IS CONSTRUCTED OR AT THE DIRECTION OF THE BOARD OF LOCAL IMPROVEMENTS RECOMMENDED TO THE CITY COUNCIL OF THE CITY OF MOLINE. ALL STREETS, ALLEYS, EASEMENTS, AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC. BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREETS THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING STRUCTURE.

IT IS FURTHER CERTIFIED THAT THE LANDS PLATTED HEREIN FALL WITHIN THE BOUNDARIES OF MOLINE SCHOOL DISTRICT NO. 40.

DATED THIS _____ DAY OF _____, A.D., 2016.

BY: MENARD INC.

BY: _____

_____
PRINTED NAME AND TITLE

ATTEST: _____

_____
PRINTED NAME AND TITLE

DRAINAGE STATEMENT

TO THE BEST OF OUR KNOWLEDGE, AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY, BECAUSE OF THE CONSTRUCTION OF SUBDIVISION.

DATED THIS _____ DAY OF _____ A.D., 2016.

BY: _____
MENARD, INC.

_____
, P.E.

IIW, P.C.
4155 PENNSYLVANIA AVENUE
DUBUQUE, IA 52002-2628

BY: _____

ATTEST: _____

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
ROCK ISLAND COUNTY) SS
CITY OF MOLINE)

WE, THE UNDERSIGNED DIRECTOR OF PUBLIC WORKS AND DIRECTOR OF PLANNING AND DEVELOPMENT, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN EXAMINED AND FOUND TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE AND RECOMMEND APPROVAL OF THIS PLAT BY THE CITY OF MOLINE.

DATED THIS _____ DAY OF _____, A.D., 2016.

_____
DIRECTOR OF PUBLIC WORKS

_____
DIRECTOR OF PLANNING AND DEVELOPMENT

OFFERS OF IRREVOCABLE DEDICATION

THE OWNER, MENARD INC., HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF MOLINE, IN FEE SIMPLE ABSOLUTE UNLESS OTHERWISE CALLED FOR ON THE PLAT ALL STREETS, LOCAL GOVERNMENT USES, EASEMENTS, PARKS, AND REQUIRED UTILITIES SHOWN WITHIN THE SUBDIVISION PLAT AND CONSTRUCTION PLANS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION DATED _____ AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ROCK ISLAND COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ A.D., 2016.

BY: MENARD, INC.

BY: _____

ATTEST: _____

OWNERS OFF-SITE EASEMENT AND DEDICATION CERTIFICATE

THIS IS TO CERTIFY THAT MENARD INC. IS THE OWNER OF THE LAND ADJACENT TO THE LAND SHOWN AND DESCRIBED ON THIS PLAT AND BY ITS DULY ELECTED OFFICERS HAS AS SUCH OWNER CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN THEREON FOR THE PURPOSED OF GRANTING EASEMENTS AS SHOWN HEREON AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON SHOWN. THE EASEMENT AREA MORE ACCURATELY DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP SEVENTEEN (17) NORTH, RANGE ONE (1) WEST OF THE 4TH P.M., DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 VALLEY VIEW SECOND SUBDIVISION, PHASE 1 BEING RECORDED IN THE ROCK ISLAND COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 2013-07895, AND RUNNING THENCE NORTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF 60TH STREET THE FOLLOWING COURSES AND DISTANCES:
NORTH 0 DEGREES 33 MINUTES 13 SECONDS EAST, 662.41 FEET;
SOUTH 89 DEGREES 43 MINUTES 20 SECONDS WEST, 10.00 FEET;
NORTH 0 DEGREES 33 MINUTES 13 SECONDS EAST, 162.08 FEET;
NORTH 89 DEGREES 08 MINUTES 31 SECONDS WEST, 4.22 FEET;
NORTH 0 DEGREES 33 MINUTES 13 SECONDS EAST, 193.13 FEET;
SOUTH 89 DEGREES 01 MINUTE 01 SECOND WEST, 5.00 FEET;
NORTH 05 DEGREES 08 MINUTES 28 SECONDS WEST, 50.38 FEET;
THENCE SOUTH 89 DEGREES 17 MINUTES 17 SECONDS EAST, 265.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 17 MINUTES 17 SECONDS EAST, 51.25 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 43 SECONDS WEST, 250.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH AVENUE; THENCE NORTH 89 DEGREES 17 MINUTES 17 SECONDS WEST ALONG LAST NAMED LINE, 10.00 FEET; THENCE NORTH 0 DEGREES 42 MINUTES 43 SECONDS EAST ALONG LAST NAMED LINE, 5.00 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 17 SECONDS WEST ALONG LAST NAMED LINE, 41.25 FEET; THENCE NORTH 0 DEGREES 42 MINUTES 43 SECONDS EAST, 245.00 FEET TO THE POINT OF BEGINNING, CONTAINING 12,606 SQUARE FEET, SITUATED IN THE CITY OF MOLINE, COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

DATED THIS _____ DAY OF _____ A.D., 2016.

BY: MENARD, INC.

BY: _____

ATTEST: _____

NOTARY PUBLIC

STATE OF WISCONSIN)
) SS
COUNTY OF EAU CLAIRE)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE _____AND _____ OF MENARD INC., AND WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE DID SIGN AND DELIVER THIS PLAT AS A FREE AND VOLUNTARY ACT FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D., 2016.

_____
NOTARY PUBLIC

BOND/ESCROW DISCLOSURE

I HEREBY DISCLOSE AND GIVE NOTICE TO ALL THAT THIS SUBDIVISION HAS BEEN APPROVED BY THE CITY UPON THE CONDITION THAT I POST BOND OR ENTER INTO AN ESCROW AGREEMENT TO SECURE INSTALLATION OF ALL IMPROVEMENTS REQUIRED BY SAID CITY. THE TERMS ALLOW ME A PERIOD OF TWO (2) YEARS TO INSTALL SAID IMPROVEMENT OR PROVIDE THE CITY THE RIGHT TO INSTALL SAME TO THE EXTENT OF FUNDS PROVIDED BY SUCH SECURITY. CITY ORDINANCES DO NOT PERMIT, HOWEVER, OCCUPANCY OF ANY PREMISES UNTIL ADEQUATE PROVISION FOR ACCESS OF WATER AND SANITARY SEWAGE ARE MADE.

_____
OWNER OR SUBDIVIDER

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
ROCK ISLAND COUNTY) SS
CITY OF MOLINE)

I, _____
MAYOR OF THE CITY OF MOLINE, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS DULY PRESENTED TO THE CITY COUNCIL AND APPROVED AT A MEETING OF SAME HELD ON THE _____ DAY OF _____ A.D. 2016.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

INGRESS-EGRESS EASEMENT PROVISIONS

A PERMANENT, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR USE BY THE PUBLIC ("GRANTEE") IN, UPON, ACROSS, OVER, AND THROUGH THOSE AREAS OF THE LANDS SHOWN AND DESCRIBED HEREIN DESIGNATED AS "INGRESS-EGRESS EASEMENT HEREBY GRANTED" ("EASEMENT PREMISES") FOR THE PURPOSE OF ACCESS, INGRESS-EGRESS TO AND FROM 44TH AVENUE AND THE LANDS SHOWN AND DESCRIBED HEREIN.

PUBLIC UTILITY EASEMENT PROVISIONS

A PERMANENT, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MOLINE AND ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM THE CITY, TOGETHER WITH THEIR RESPECTIVE SUCCESORS AND ASSIGNS ("GRANTEES") IN, UPON, ACROSS, OVER, UNDER AND THROUGH THOSE AREAS OF THE LANDS SHOWN AND DESCRIBED HEREIN DESIGNATED AS "PUBLIC UTILITY EASEMENT HEREBY GRANTED ("EASEMENT PREMISES") FOR THE PURPOSE OF CONSTRUCTION, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING AND MAINTAINING ALL ELECTRICAL, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY SEWERS, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, VALVES, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO THE LANDS SHOWN AND DESCRIBED HEREIN AS WELL AS OTHER LANDS, ALONG WITH SUCH APPURTENANCES AND ADDITIONS THERETO AS GRANTEES MAY DEEM NECESSARY, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PLATTED LANDS FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO PERFORM ANY OR ALL OF THE TASKS INCIDENT TO THE EXERCISE OF THE RIGHTS HEREIN GRANTED; PROVIDED, HOWEVER, IN THE EXERCISE OF THE EASEMENT RIGHTS HEREIN RESERVED AND GRANTED, IN NO EVENT SHALL ANY GRANTEES DAMAGE, REMOVE OR OTHERWISE INTERFERE WITH THE PLACEMENT, MAINTENANCE, OPERATION AND USE OF SIGNAGE PLACED PURSUANT TO APPROVED PLANS THAT MAY BE LOCATED WITHIN THE EASEMENT PREMISES, AND GRANTEES SHALL REPAIR ANY AND ALL DAMAGE TO SAID SIGNAGE, AND SHALL RESTORE SAID SIGNAGE TO THE EXTENT SAID REPAIR OR RESTORATION IS NECESSITATES BY THE ACTS OF THE GRANTEES. THE RIGHT IS ALSO GRANTED TO GRANTEES TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS IN, ON, UPON, ACROSS, UNDER OR THROUGH SAID EASEMENT PREMISES. NO PERMANENT BUILDING SHALL BE PLACED WITHIN SAID EASEMENT PREMISES, BUT THE SAME MAY BE USED FOR GARDENS, TREES, SHRUBS, LANDSCAPING, CONCRETE CURBS, PAVED SURFACES OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS. IN ALL CASES, THE EASEMENT PREMISES MAY BE USED FOR THE PLACEMENT OF SIGNAGE PURSUANT TO PLANS APPROVED BY THE CITY OF MOLINE AND THE MAINTENANCE THEREOF. WHEN ANY PORTION OF THE EASEMENT PREMISES IS USED FOR SANITARY SEWERS OR ANY OTHER UTILITY INSTALLATION, IT SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY SO AS NOT TO INTERFERE WITH OTHER UTILITY LINES AND DRAINAGE. AFTER INSTALLATION OF SAID UTILITY LINE, THE FINAL SURFACE OF THE EASEMENT SHALL BE RESTORED IN MATTER SO AS NOT TO INTERFERE WITH PROPER OPERATION AND DRAINAGE THEREOF. ANY GRANTEE B THE EXERCISE OF THE RIGHTS HEREIN GRANTED SHALL BE DEEMED TO HAVE ACCEPTED THIS GRANT AND THE TERMS AND CONDITIONS THEREOF.

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF ROCK ISLAND)

I, _____, COUNTY CLERK OF ROCK ISLAND COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO UNPAID OR FORFEITED TAXES AGAINST ANY OF THE REAL ESTATE INCLUDED WITHIN THIS PLAT.

DATED THIS _____ DAY OF _____, A.D. 2016.

_____
COUNTY CLERK

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
ROCK ISLAND COUNTY) SS
CITY OF MOLINE)

I, _____, CITY CLERK IN AND FOR THE SAID CITY OF MOLINE, DO HEREBY CERTIFY THAT ALL DUE ASSESSMENTS HAVE BEEN PAID UPON THE REAL ESTATE DESCRIBED ON THE ACCOMPANYING PLAT.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

THIS _____ DAY OF _____, A.D. 2016.

_____
CITY CLERK

REVISED: 4-15-16

ILLINOIS DESIGN FIRM #184-000951

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DRAWN	BMR	PLAT NO.	2-IL-16
CHECKED	CLG	PROJ. NO.	15099
DATE	3-30-16	SHEET	2 of 2

P:\15\099\DRAWINGS\SURVEY\15099 PLAT

OFFER OF IRREVOCABLE DEDICATION

Agreement made this ____ day of April, 2016 by and among Menard, Inc., having an office and place of business at 5101 Menard Drive, Eau Claire, WI 54703, hereinafter referred to as "Owner", Wolff Washes, LLC, having an office and place of business at 3234 Arrowwood, Dubuque, Iowa 52001, hereinafter referred to as "Developer" and the City of Moline, a municipal corporation having its principal office at 619 - 16th Street, hereinafter designated as "City;"

WHEREAS, the City is in the process of approving a subdivision plat entitled Valley View Second Subdivision Phase IV dated March 30, 2016 and made by IIW Engineers & Surveyors, PC.; and

WHEREAS, Owner is in the process of selling the real estate to Developer; and

WHEREAS, said plat and the construction plans associated therewith designated certain property interests and public improvements consisting of water main extension, sewer main extension and utility easements to be dedicated to the City free and clear of all encumbrances and liens, pursuant to the applicable provisions of the Moline Code of Ordinances; and

WHEREAS, the Developer, simultaneously with final plat approval or before, shall post a subdivider's bond with the City for the construction and payment therefor, maintenance and dedication of said interest and improvements; and

WHEREAS, the Owner is desirous of offering for dedication the said improvements and interests in land to the City as more particularly described in Schedule A attached hereto; and

WHEREAS, the Owner has delivered this Offer of Irrevocable Dedication to the City to be held in trust by it for the said improvements and interests in land as described herein;

NOW, THEREFORE, in consideration of the City's approval of said subdivision plat, it is mutually agreed as follows:

a. The Owner herewith delivers to the City this Offer of Irrevocable Dedication in fee simple absolute unless otherwise called for on the plat for the premises and improvements described in Schedule A attached hereto, said delivery being a formal offer of dedication to the City to be held by the City in trust until the acceptance or rejection of such offer of dedication by the City Council.

b. The Owner agrees that said formal offer of dedication is irrevocable and can be accepted by the local government at any time.

c. The Developer agrees to complete the construction and maintenance of the land and improvements pursuant to the Subdivider's Bond and the applicable provisions of the Moline Code of Ordinances and any conditions of approval of said subdivision and upon acceptance by the City of the offer of dedication shall furnish, within thirty (30) days after written notice from the City of said acceptance of the offer of dedication, to the City a title insurance policy issued by a licensed title insurance company authorized to do business in the State of Illinois in the amount of ten thousand

dollars ($10,000.00), certifying that the premises are free and clear of all liens and encumbrances and that fee simple title or other specific interest reposes in the City and shall furnish to the City a check for all necessary fees and taxes to record the deed(s) heretofore delivered.

d. That this irrevocable offer of dedication shall run with the land and shall be binding on all assigns, grantees, successors or heirs of the Owner.

City of Moline, Illinois

_____
Mayor

Attest: _____
City Clerk

Approved as to Form:

_____
City Attorney

Developer

_____

_____

_____

Owner

_____

_____

_____

All rights to the extension to water main and extension to sewer main constructed by Developer

A permanent, non-exclusive easement is hereby reserved for and granted to the City of Moline and all public utility companies of any kind operating under franchise granting them easement rights from the City, together with their respective successors and assigns ("Grantees") in, upon, over, under and through those areas of the lands shown and described in the Plat referenced in this Offer of Irrevocable Dedication, therein designated as public utility easement hereby granted ("Easement Premises") for the purpose of construction, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining all electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary sewers, water mains and any and all manholes, hydrants, pipes, connections, catch basins, valves, and without limitation, such other installations as may be required to furnish public utility service to the lands shown therein as well as other lands, along with such appurtenances and additions thereto as Grantees may deem necessary, together with the right of access across the platted lands for the necessary personnel and equipment to perform any or all of the tasks incident to the exercise of the rights herein granted; provided, however, in the exercise of the easement rights herein reserved and granted, in no event shall any Grantee damage, remove or otherwise interfere with the placement, maintenance, operation and use of signage placed pursuant to approved plans that may be located within the Easement Premises, and Grantee shall repair any and all damage to said signage, and shall restore said signage to the extent said repair or restoration is necessitated by the acts of the Grantee. The right is also granted to Grantees to cut down, trim or remove any trees, shrubs, or other plants that interfere with the operation of or access to said utility installations in, on, upon, across, under or through said easement premises. No permanent building shall be placed within said Easement Premises, but the same may be used for gardens, trees, shrubs, landscaping, concrete curbs, paved surfaces or other purposes that do not then or later interfere with the aforesaid uses and rights. In all cases, the Easement Premises may be used for the placement of signage pursuant to plans approved by the City of Moline and the maintenance thereof. When any portion of the Easement Premises is used for sanitary sewers or any other utility installation, it shall be subject to the prior approval of said City so as not to interfere with other utility lines and drainage. After installation of said utility line, the final surface of the easement shall be restored in matter so as not to interfere with proper operation and drainage thereof. Any Grantee, by the exercise of the rights herein granted, shall be deemed to have accepted this grant and the terms and conditions thereof.

Exhibit A

THIRD AMENDMENT TO SITE LICENSE AGREEMENT

THIS THIRD AMENDMENT TO SITE LICENSE AGREEMENT ("**Third Amendment**"), dated as of the latter of the signature dates below, is by and between City of Moline, an Illinois (Home Rule/Non Home Rule) Municipal corporation ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Licensee**").

WHEREAS, Licensor and TeleCorp Realty, LLC entered into a Site License Agreement dated March 20, 2001 as amended by that certain First Amendment to Site License Agreement dated May 16, 2003, as amended by that certain Second Amendment to Site License Agreement dated August 13, 2013, (as amended, "The Agreement')whereby Licensor licensed to Licensee (or its predecessor-in-interest) certain Premises, therein described, that is a portion of the Property located at 1531 17th Avenue, Moline, IL 61265;

WHEREAS, effective December 31, 2006, TeleCorp Realty, LLC merged into TeleCorp Communications, LLC;

WHEREAS, effective December 31, 2011 TeleCorp Communications, LLC merged with and into New Cingular Wireless PCS, LLC;

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments;

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Equipment**. Exhibit D (continued) Communication Equipment is deleted in its entirety and replaced with the Exhibit D(revised)(continued) Communication Equipment attached hereto and incorporated herein by reference and Licensor's execution of this Third Amendment will signify Licensor's approval of these revisions.

2. **Additional License Fees**. The current License Fees shall be increased by Two-Hundred and No/100 Dollars ($200.00) effective the first day of the month following construction of the new equipment. Licensee shall provide Licensor with written notice of the date said construction will commence and the date construction is completed.

3. **Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Site License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

LICENSOR
City of Moline,
an Illinois Municipal Corporation

By: _____
Name: Scott Raes
Title: Mayor
Date: _____

LICENSEE
New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager
By:

Name: _____
Title: _____
Date: _____

ATTEST:

_____
Tracy A. Koranda, City Clerk

Approved as to Form:

_____
Maureen E. Riggs, City Attorney

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On the _____ day of _____, 2016 before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, the company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.

_____
Notary Public: _____
My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND)

On this ____ day _____, A.D. 2016 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes, Mayor and Tracy Koranda, City Clerk to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its Articles of Organization; and that the said Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

_____
Notary Public

My Commission Expires: _____

Exhibit D (Revised)
(Continued)
COMMUNICATIONS EQUIPMENT

1. The Tower shall contain the antennas, antenna mounts, and associated wiring and cabling listed below:

2. Concrete slab housing communications equipment and appurtenances associated therewith as more fully described below:

Antennas	Number	Type
Kathrein 742213	Six (6)	Panel
Kathrein 800-10866K	Three (3)	Panel

Nine (9) panel antennas measuring approximately 98" height x 12"width x 6" deep or less mounted on the water tank.

Twelve (12) cables measuring 1 5/8" thick.

2 DC Power Bundle ¾" thick.
1 Fiber Bundle ½" thick.

Equipment cabinets on a support frame contained within the leased premises.

One (1) Microwave dish measuring approximately 3' in diameter.

Two (2) cables and two (2) radios.

Six (6) Alcatel Lucent Remote Radio Heads

Six (6) TMA's

One (1) Surge Suppression System

ATTACHMENT 1

MEMORANDUM OF SITE LICENSE

Prepared by:
Dan Dushinske
Black & Veatch
7760 France Ave., Suite 1200
Bloomington, MN 55435

Return to:
Dan Dushinske
Black & Veatch
7760 France Ave., Suite 1200
Bloomington, MN 55435

Re: Cell Site # IAL04141; Cell Site Name: Moline WT (IL)
Fixed Asset Number: 10082446
State: Illinois
County: Rock Island

MEMORANDUM
OF
SITE LICENSE

This Memorandum of Site License is entered into on this ____ day of _____, 2016, by and between City of Moline, an Illinois (Home Rule/Non Home Rule) Municipal corporation ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Licensee**").

1. Licensor and Licensee (or its predecessor-in-interest) entered into a Site License Agreement dated March 20, 2001 as amended by that certain First Amendment to Site License Agreement dated May 16, 2003, as amended by that certain Second Amendment to Site License Agreement dated August 13, 2013, as amended by that certain Third Amendment to Site License Agreement dated _____ (as amended, "The Agreement')whereby Licensor licensed to Licensee (or its predecessor-in-interest) certain Premises, therein described, that is a portion of the Property located at 1531 17th Avenue, Moline, IL 61265.

2. The portion of the land being licensed to Licensee (the "**Premises**") is described in **Exhibit 1** annexed hereto.

3. This Memorandum of Site License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Site License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Site License and the provisions of the Site License, the provisions of the Site License shall control. The Site License shall be binding upon and inure to

the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Site License.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site License as of the day and year first above written.

LICENSOR:	LICENSEE:
City of Moline,	New Cingular Wireless PCS, LLC
an Illinois Municipal Corporation	By: AT&T Mobility Corporation
	Its: Manager
By: _____	By: _____
Name: Scott Raes _____	Name: _____
Title: Mayor_____	Title: _____
Date: _____	Date: _____

Exhibit 1 to Memorandum of Site License

Premises

The Property known as: 17th AVENUE WATER TOWER–1531 17th AVENUE, MOLINE, IL.

That part of Assessor's Lot 6 of Section 5 as shown in the plat of Sections 4, 5, 6, etc. as recorded in Plat Book 1, Pages 38-40 in the Recorder's Office in the Court House at Rock Island, Illinois, more particularly described as follows, to-wit: Commencing at the NW corner of 17 Avenue and 16 Street in the City of Moline, said point being 30 feet W of the SE corner of said Assessor's Lot 6; thence S 88° 12' 10" W, 138 feet along the N line of 17 Avenue to the point of beginning; thence N 00° 00' 00" E 41.62 feet, parallel to the W line of 16 Street, to an iron stake; thence N 3° 11' 20" W 101.40 feet, to an iron stake; thence N 0° 22' 20" E 15 feet to an iron stake; thence S 87° 50' 20" W 103.92 feet, to an iron stake; thence S 5° 40' 11" E, 157.66 feet to the N line of 17 Avenue; thence N 88° 12' 10" E 93.86 feet to the point of beginning of this description.

The location of the Premises is more particularly described as follows:

(a.) Ground space measuring 10' x 20' in size and antenna mounting space on the tower in the approximate location as described above.

(b.) Together with such rights of way and easements on, over, under, across and through the Property for ingress and egress by motor vehicle or on foot and for the installation of wires, cables and electrical support equipment necessary for the installation and operation of Licensee's telecommunications equipment located upon the Property including but not limited to access from the nearest source of telephone and electric utilities.

(c.) The location of the Premises is subject to the relocation provisions of Paragraph 1 of this License.

ILLINOIS DEPARTMENT OF REVENUE
CONTRACTUAL AGREEMENT

City of Moline
619 16th Street
Moline, IL 61265

Federal Employers Identification No: **36-6005999** hereinafter referred to as Contractor or Contractor, and the State of Illinois, Department of Revenue, herein referred to as the Department, in consideration of the mutual covenant herein contained, agree as follows:

1. **NATURE AND CONDITIONS OF ASSIGNMENT**

The Contractor agrees to provide the following goods and/or services to the Department; which goods and/or services shall be expected to meet acceptable levels of performance:

In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

A. The number of tobacco retailers affected by this Agreement is determined to be 58.

B. A Contractor not participating in the FY 2016 Tobacco Enforcement Program (July 1, 2015 - June 30, 2016) is required to participate in an Annual Conference Call to review program assurances. Conference calls will be scheduled for the beginning of August 2016. A Contractor participating in the FY 2016 Tobacco Enforcement Program will be given the opportunity to participate if it desires.

C. The Contractor is required to contact each tobacco retailer, informing them of their participation in the program and that minimum-age tobacco laws will be enforced. This contact may be in person or in writing. A Contractor not participating in the FY 2016 Tobacco Enforcement Program is not allowed to initiate this contact until after their participation in the Annual Conference Call which will review the Tobacco Enforcement Program in detail.

D. the Contractor is required to distribute the Commission's Tobacco Retailer Kit to each tobacco retailer. A Contractor not participating in the FY 2016 Tobacco Enforcement Program must wait until after their participation in the Annual Conference Call to distribute the kits. A contractor must distribute the kits prior to the first round of compliance checks, regardless if the kits were distributed the previous year(s).

E. the Contractor will conduct three compliance checks on each tobacco retailer. The first round of compliance checks is due November 30, 2016; the second round of compliance checks is due February 28, 2017 and the third round of compliance checks is due May 31, 2017. Upon completion of each round of compliance checks, the Contractor will submit a *Tobacco Enforcement Program Summary Report*.

i) Contractors **not** participating in the program from the time period between July 1, 2015 and June 30, 2016 are required to issue written warnings for first round violations.

ii) Contractors participating in the program from the time period between July 1, 2015 and June 30, 2016 may elect to issue warnings or citations for first round violations.

iii) After the first round, all Contractors must assess monetary fines to all violators regardless if the tobacco retailer's first round compliance check resulted in a non-violation, warning or citation.

iv) The Contractor will recruit youth workers that are 16 or 17 years of age as the underage minor when conducting the required compliance checks.

v) Contractors receiving written permission from the Commission may elect to replace one round of retail compliance checks with one round of possession enforcement. Written permission from the Commission will include: the round of retail compliance checks which is to be replaced with possession enforcement; and the number of hours the Contractor will dedicate to possession enforcement. During possession enforcement, any minor found in possession will be given an "Illinois Tobacco Quitline" card to encourage access to cessation classes. The "Illinois Tobacco Quitline" cards will be provided to the Contractor by the Department.

F. Mandatory attendance or documentation of prior attendance at an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class for conducting compliance checks is required by at least one individual supervising your compliance checks every three years. The Contractor may elect to attend a Commission sponsored class which meets the Tobacco Enforcement Program requirements and timelines. For Commission sponsored classes, the Commission assumes responsibility for all registration fees, however Contractors are responsible for their travel related costs.

G. As required by state law, Contractors must have written procedures for conducting compliance checks. Written procedures can be submitted after attending an ILETSB certified compliance check training class and are due no later than October 28, 2016.

H. The Contractor is required to show proof of insurance meeting the requirements in section **"12. Liability and Insurance"** of this contract. If during the contract time period the proof of insurance document provided expires, the Contractor will provide updated proof of insurance.

I. Request for Grant Payment will be made by the Commission immediately after the Contractor's scheduled time for the Annual Conference Call provided the Contractor is compliant with grant requirements.

i) Permissible expenditures of the grant payment include but are not limited to: payroll and payroll related expenses incurred individuals conducting work related to the grant requirements with the individuals including Administrative staff, enforcement officers and minors; travel related expenses including vehicle costs/maintenance; training cost for officers and/or minors; purchase of tobacco products and meal allowances; software and/or equipment purchase for training; equipment purchases for inspections; and educational and/or training materials to supplement the Tobacco Retailer Kit or other youth access prevention materials. Questions regarding acceptable expenditures should be directed to Meagan Sharkey of the Commission.

ii) Contractors receiving grants in excess of $25,000 must submit quarterly reports describing the progress of the program and the expenditure of grant funds.

iii) Any funds not expended by June 30, 2017 must be returned to the Commission within 45 days.

2. PAYMENT FOR SERVICES

The amount payable for the services rendered shall be $6380. No other charge by the Contractor may be paid for services rendered under this agreement without the written approval of the Department.

3. REIMBURSEMENT FOR EXPENSES

The Contractor will not be eligible for reimbursement by the Department of any expenses that the Contractor accrues in performance of this Agreement.

4. GEOGRAPHIC AREA SERVED

The Contractor shall accept assignments within the following geographic area: State of Illinois.

5. **DURATION OF AGREEMENT**

This agreement shall begin on August 1, 2016, and remain in effect until June 30, 2017. No payment shall be made for services rendered prior to the effective date of this agreement.

6. **TERMINATION**

Each party reserves the right to terminate this contract at any time on 30 days written notice to the other party. In the event of default or non-compliance with the terms of this contract, it may be terminated immediately. In the event of termination, the Department shall not be liable for amounts other than payments for services hereunder which have accrued up to the date of termination.

7. **TAX LAW COMPLIANCE**
The Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

8. **VOUCHERS**

The Department shall submit, on behalf of the Contractor, vouchers for payments under this agreement monthly, semi-annually, or annually; the Contractor shall account for the completion of work on such forms and under such procedures as are required by the Department. Vouchers submitted more than thirty (30) days following termination of this agreement or later than thirty (30) days following the end of the fiscal year (June 30, 2017), will not be honored by the Department.

9. **EMPLOYMENT STATUS**

Contractor acknowledges that for purposes of the Illinois Pension Code, the State Employees' Group Insurance Program and other benefits provided to persons who are on the regular payroll of the State, the services rendered pursuant to this agreement are not rendered as an employee of the State and amounts paid pursuant to this agreement do not constitute compensation paid to an employee for such purposes.

10. **LAWS OF ILLINOIS**

This contract shall be governed by Illinois law and administrative rule including the Standard Procurement Rules. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims, or if jurisdiction is not accepted, then with the appropriate state or federal court located in Sangamon County, Illinois (705 ILCS 505/1).

11. **CONFIDENTIALITY**

1. CONFIDENTIALITY OF TAX RETURN INFORMATION. Services provided to the Department by Contractor may require Contractor to have access to and use of documents and data which may contain tax return information. Tax returns and tax return information are confidential and may not be disclosed under Illinois or federal law, including, but not limited to, 35 ILCS 5/917, 35 ILCS 120/11, 26 U.S.C. 7213, and 26 U.S.C. 7431. These statutes provide for the imposition of criminal penalties for improper disclosure of confidential tax return information. Contractor agrees that it shall keep confidential all tax returns and tax return information that it accesses and uses in performance of its services to the Department and will not provide it to any third party unless approved in writing by the Department. Contractor agrees to protect such information from unauthorized disclosure by it and its employees and by

its corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. Contractor further agrees to inform its personnel having access to such information of the confidential and statutorily protected nature of tax information and of the penalties associated with improper use or disclosure of such information.

2. CONFIDENTIALITY OF PROCESSES AND PROCEDURES. Services provided to the Department by Contractor may require Contractor to have access to and use of processes and procedures employed by the Department in its administration of the Illinois tax acts. These processes and procedures are the property of the Department and are highly confidential. Contractor agrees that it shall keep confidential any and all information concerning such systems, processes, and procedures and will not provide it to any third party. Contractor further agrees to protect such information from unauthorized disclosure by Contractor and its employees and by Contractor's corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties.

12. LIABILITY AND INSURANCE

The State does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor. The State is unable to indemnify or hold harmless any contractor for claims based on the State's use of the contractor provided goods and services including software. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Contractor. Minimum acceptable coverage for bodily injury shall be $250,000 per person and $500,000 per occurrence and for property damage, $100,000 per occurrence. Contractor shall carry Worker's Compensation Insurance in amount required by law. Contractor shall provide proof of insurance prior to the first payment by the Department to the Contractor.

If risk of loss transfers before delivery and installation at State's site, Contractor shall procure insurance chargeable to the State to cover all reasonable risks.

The State may self-insure against any and all risks.

13. APPLICABLE LAW

This agreement and contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This agreement shall be construed in accordance with the laws of the State of Illinois.

14. LEGAL ABILITY TO CONTRACT: Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

a. Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

b. Contractor is not in default on an educational loan (5 ILCS 385/3).

c. Contractor (if an individual, sole proprietor, or partner) has informed the Director of the Department in writing if he/she was formerly employed by the Department and has received an early retirement incentive prior to 1993

under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

d. Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

e. Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Contractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

f. If Contractor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

g. If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).

h. Contractor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Contractor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

i. Contractor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

j. Contractor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Contractor, the Contractor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

k. Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any

money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

l. Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

m. Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

n. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Department grants an exception (30 ILCS 565).

o. Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Contractor and its employees_shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of $5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

p. Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed $10,000 (30 ILCS 582).

q. Contractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

r. Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

s. Contractor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

t. Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

u. Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

v. Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

w. Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local

governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

x. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.

y. Contractor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Contractor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Contractor's obligation under this Contract. Contractor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Contract, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $354,824.00) from the firm, partnership, association or corporation.

z. Contractor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Contractors, as well as limitations on political contributions by certain Contractors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Contractor certifies, in accordance with Public Act 95-971, as applicable:

☐ Contractor is not required to register as a business entity with the State Board of Elections.

or

☐ Contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Contractor acknowledges that the State may declare this Contract void without any additional compensation due to the Contractor if this foregoing certification is false or if the Contractor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

15. BACKGROUND CHECK

The State may conduct criminal and driver history background checks of CONTRACTOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

16. AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60)

This [grant/contract] is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this [grant/contract], in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Department [or sufficient Federal funds have not been made available to the Department by the Federal funding source], (ii) the Governor or the Department reserves appropriated funds, or (iii) the Governor or the Department determines that appropriated funds [or Federal funds] may not be available for payment. The Department shall provide notice, in writing, to [Provider] of any such funding failure and its election to terminate or suspend this [grant/contract] as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon [Provider's] receipt of notice.

17. SOLICITATION AND EMPLOYMENT

CONTRACTOR shall not employ any person employed by the Department at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the CONTRACTOR shall give notice immediately to the Department's director if CONTRACTOR solicits or intends to solicit for employment any of the Department's employees during the term of this CONTRACT. The Department has no authority to contractually refuse to hire CONTRACTOR'S employees who apply to the State for employment.

18. FISCAL FUNDING

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

19. SUBCONTRACTING AND ASSIGNMENTS

Subcontracting, assignment or transfer of all or part of the interests of contractor in the work covered by this agreement shall be prohibited without prior written consent of the Department. In the event the Department gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as contractor is hereby bound and obligated. Any contract with a subcontractor shall provide that the subcontractor shall maintain, for a minimum

of five (5) years after the completion of the subcontract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract and that the Department of Revenue and Auditor General shall have the right to audit the books, records and supporting documents of any subcontractor within said five (5) year period. The contract shall also provide, that the subcontractor will fully cooperate with the department or Auditor General during the course of any audit.

20. BREACH

Failure of Contractor to perform as specified is cause for immediate termination of the contract at the option of the Department, without limitation upon any other relief available to the Department.

21. RIGHT TO AUDIT

The Contractor is required to permit the grantor Department, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use of which grant funds were provided.

AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Department, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records.

"The Contractor certifies under oath that all information I the grant agreement is true and correct to the best of the Contractor's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification."

Executed this _____ day of _____, 20_____.

_____	_____
Contractor	Manager, Department of Revenue Meagan Sharkey
Scott Raes	
_____	_____
Contractor, (printed name)	Date

Mayor, City of Moline, IL
Title

Director, Department of Revenue

05/10/2016
Date

Date

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

- *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
- *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
- *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
- *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
- *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name:
Business Name City of Moline
Taxpayer Identification Number 36-6005999
Social Security Number
or
Employer Identification Number:

Legal Status (*check one*):

☐ Individual

☐ Sole Proprietor

☐ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing medical and/or health care services

☐ Corporation NOT providing or billing medical and/or health care services

☒ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company (select applicable tax classification)

☐ D = disregarded entity
☐ C = corporation
☐ P = partnership

Signature: _____ Date: 05/10/2016
Scott Raes, Mayor, City of Moline, IL

Exhibit A

BOUNDARY DESCRIPTION OF AREA REMOVED FROM REDEVELOPMENT PROJECT AREA NO. 1
City of Moline, Illinois

Part of the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows;

Beginning at the at the northwest corner of Lot 6 in Block 28 of Old Town Addition to the City of Moline;

Thence Northeasterly along the southerly line of an alley, a distance of 400 feet, more or less to the northeast corner of Lot 5 in Block 27 of Old Town Addition;

Thence Southeasterly along the easterly line of said Lot 5, a distance of 150 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 26 feet, more or less to the northerly projection of the east line of the west 36 feet of Lot 4 in Block 3 of Pitts, Gilbert and Pitts Addition;

Thence Southeasterly along said east line and its northerly projection, a distance of 210 feet, more or less to the northerly line of a public alley;

Thence Northeasterly along said northerly line, a distance of 148 feet, more or less to the east line of the west 56 feet of Lot 2 in Block 3 of Pitts, Gilbert and Pitts Addition;

Thence Northwesterly along said east line and it's northerly projection, a distance of 210 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 200 feet, more or less to the west line of the east half of Lot 5 in Block 26 of Old Town Addition;

Thence Northwesterly along said west line, a distance of 150 feet, more or less to the southerly line of an alley;

Thence Northeasterly along said southerly line, a distance of 80 feet, more or less to the east line of the west half of Lot 6 in Block 26 of Old Town Addition;

Thence Southeasterly along said east line, a distance of 150 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 280 feet, more or less to the easterly right of way line of 15th Street;

Thence Southeasterly along said easterly right of way line, a distance of 200 feet, more or less to the northerly line of an alley;

Thence Northeasterly along said northerly line, a distance of 265 feet, more or less to the westerly line of the East 55 feet of Lot 1 in Block 3 of Old Town Addition;

Thence Northwesterly along said westerly line and its northerly projection, a distance of 200 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 55 feet, more or less to the westerly right of way line of 16th Street;

Thence Northwesterly along said westerly right of way line, a distance of 300 feet, more or less to the southerly right of way line of 4th Avenue;

Thence Northeasterly along said southerly right of way line, a distance of 400 feet, more or less to the westerly right of way line of 17th Street;

Thence Northwesterly along said westerly right of way line, a distance of 106 feet, more or less to the southeast corner of Block 19 of Old Town Addition;

Thence Northeasterly, a distance of 81 feet, more or less to the southerly line of the northerly 120 feet of Lot 5 in Block 20 of Old Town Addition;

Thence Northeasterly along the southerly line of the northerly 120 feet of Lots 5, 6, 7 and 8 in said Block 20 and their northeasterly projection, a distance of 400 feet, more or less to the easterly right of way line of 18th Street;

Thence Southeasterly along said easterly right of way line, a distance of 20 feet, more or less to the northerly right of way line of 4th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 320 feet, more or less to the westerly right of way line of 19th Street;

Thence Southeasterly along said westerly right of way line, a distance of 215 feet, more or less to the northerly line of 4th Avenue A;

Thence Southwesterly along said northerly line, a distance of 197 feet, more or less;

Thence Northerly along said northerly line, a distance of 24 feet, more or less;

Thence Southwesterly along said northerly line, a distance of 46 feet, more or less;

Thence Southeasterly, a distance of 210 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 240 feet, more or less to the westerly right of way line of 19th Street;

Thence Northwesterly along said westerly right of way line, a distance of 160 feet, more or less;

Thence Northeasterly, a distance of 82 feet, more or less to the northerly line of an alley in Block 8 of Woods 3rd Addition;

Thence Northeasterly along said northerly line, a distance of 400 feet, more or less to the westerly line of Lot 4 in Block 22 of Woods 3rd Addition;

Thence Northwesterly along said westerly line and the easterly right of way line of 20th Street, a distance of 915 feet, more or less to the northerly line of Lot 1 of Frank Foundries Corporation Addition;
Thence Easterly 170 feet, more or less along the arc of a curve to the left, not tangent to the last described course, to the northerly projection of the easterly line of Lot 4 in Block 1 of Woods 1st Addition;

Thence Southeasterly along said easterly line and its northerly projection, a distance of 202 feet, more or less to the southerly line of Lot 1 in Frank Foundries Corporation Addition;

Thence Northeasterly along said southerly line, a distance of 124 feet, more or less;

Thence Southeasterly, a distance of 474 feet, more or less to the southerly right of way line of 4th Avenue;

Thence Northeasterly along said southerly right of way line, a distance of 20 feet, more or less to the easterly line of Moline Township Tax Parcel 8325-1;

Thence Southeasterly along said easterly line, a distance of 69 feet, more or less;

Thence continuing Southwesterly along said easterly line, a distance of 20 feet, more or less;

Thence continuing Southeasterly along said easterly line, a distance of 82 feet, more or less to the north line of an alley;

Thence Northeasterly along said north line, a distance of 142 feet, more or less to the easterly right of way line of 21st Street;

Thence Southeasterly along said easterly right of way line, a distance of 230 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 560 feet, more or less to the easterly line of Lot 2 in Block 9 of Woods 3rd Addition;

Thence Southeasterly along the easterly line of said Lot 2, a distance of 150 feet, more or less to the northerly line of an alley;

Thence Southeasterly, a distance of 25 feet, more or less to the intersection of the east line of westerly 20 feet of Lot 8 in Block 9 of Woods 3rd Addition and the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 50 feet, more or less to the easterly line of the westerly 50 feet of Lot 7 in Block 9 of Woods 3rd Addition;

Thence Southeasterly along said easterly line and its southerly extension, a distance of 210 feet, more or less to the southerly right of way line of 6th Avenue

Thence Southwesterly along said southerly right of way line, a distance of 200 feet, more or less;

Thence Southwesterly, a distance of 115 feet, more or less to the intersection of the southerly right of way line of 6th Avenue and the westerly right of way line of 19th Street;

Thence Northerly along said westerly right of way line, a distance of 230 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 395 feet, more or less to the intersection of the westerly right of way line of 18th Street and the southerly line of an alley;

Thence Northwesterly, a distance of 20 feet, more or less to the northerly line of an alley

Thence Northeasterly along said northerly line, a distance of 40 feet, more or less to the easterly line of the vacated portion of 18th Street;

Thence Northwesterly along said easterly line, a distance of 140 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 240 feet, more or less to the easterly line of the westerly half of Lot 3 in Block 1 of Atkinson's Addition'

Thence Southeasterly along said easterly line and its southerly projection, a distance of 160 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 520 feet, more or less to the easterly right of way line of 16th Street;

Thence Southeasterly along said easterly right of way line, a distance of 210 feet, more or less to the southerly right of way line of 6th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 463 feet, more or less to the easterly right of way line of 15th Street;

Thence Southerly along said easterly right of way line, a distance of 159 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 947 feet, more or less to the southerly projection of the westerly line of Lot 3 in Pitts, Gilbert and Pitts Addition;

Thence Northwesterly along said westerly line and its southerly and northerly projections, a distance of 200 feet, more or less to the northerly right of way line of 6th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 200 feet, more or less to the westerly right of way line of 13th Street;

Thence Northwesterly along said westerly right of way line, a distance of 320 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 240 feet, more or less to the southerly projection of the westerly line of Lot 6 in Block 28 of Old Town Addition;

Thence Northwesterly along said westerly line and its southerly projection, a distance of 210 feet, more or less to the Point of Beginning.

EXCLUDED FROM THE ABOVE DESCRIPTION ARE THE FOLLOWING 4 EXCEPTIONS:

Exception 1
Lots 6, 7 and 8 in Block 1 of Pitts, Gilbert and Pitts Addition to the City of Moline and that part of 6th Avenue lying immediately southerly and adjacent to the above described property as was vacated by Ordinance of the City of Moline.

Exception 2
The West 22.16 feet of the East 43.16 feet of Lot 2 in Block 1 in Pitts, Gilbert and Pitts First Addition to the City of Moline including that part of 5th Avenue heretofore vacated by an Ordinance of the City of Moline.

Exception 3
The North 125 Feet of Lot Number 4 in that part of the City of Moline known as William McEnary's Addition; excepting therefrom the Northerly 10 feet taken and condemned for the widening of Fifth Avenue; Also excepting therefrom the Southerly 50 feet of the Westerly 70 feet of said Lot 4; Also excepting therefrom the Southerly 25 feet of the Easterly 10 feet of said Lot 4.

Exception 4
Lot 6 and the West 36 feet of Lot 7 all in Block Number 24 in that part of the City of Moline known as Old or Original Town.

The above exceptions remain in Redevelopment Project Area No. 1

Exhibit A

MOLINE CENTRE REDEVELOPMENT PROJECT AREA
METES AND BOUNDS DESCRIPTION

Part of the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows;

Beginning at the at the northwest corner of Lot 6 in Block 28 of Old Town Addition to the City of Moline;

Thence Northeasterly along the southerly line of an alley, a distance of 400 feet, more or less to the northeast corner of Lot 5 in Block 27 of Old Town Addition;

Thence Southeasterly along the easterly line of said Lot 5, a distance of 150 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 26 feet, more or less to the northerly projection of the east line of the west 36 feet of Lot 4 in Block 3 of Pitts, Gilbert and Pitts Addition;

Thence Southeasterly along said east line and its northerly projection, a distance of 210 feet, more or less to the northerly line of a public alley;

Thence Northeasterly along said northerly line, a distance of 148 feet, more or less to the east line of the west 56 feet of Lot 2 in Block 3 of Pitts, Gilbert and Pitts Addition;

Thence Northwesterly along said east line and it's northerly projection, a distance of 210 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 200 feet, more or less to the west line of the east half of Lot 5 in Block 26 of Old Town Addition;

Thence Northwesterly along said west line, a distance of 150 feet, more or less to the southerly line of an alley;

Thence Northeasterly along said southerly line, a distance of 80 feet, more or less to the east line of the west half of Lot 6 in Block 26 of Old Town Addition;

Thence Southeasterly along said east line, a distance of 150 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 280 feet, more or less to the easterly right of way line of 15th Street;

Thence Southeasterly along said easterly right of way line, a distance of 200 feet, more or less to the northerly line of an alley;

Thence Northeasterly along said northerly line, a distance of 265 feet, more or less to the westerly line of the East 55 feet of Lot 1 in Block 3 of Old Town Addition;

Thence Northwesterly along said westerly line and its northerly projection, a distance of 200 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 55 feet, more or less to the westerly right of way line of 16th Street;

Thence Northwesterly along said westerly right of way line, a distance of 300 feet, more or less to the southerly right of way line of 4th Avenue;

Thence Northeasterly along said southerly right of way line, a distance of 400 feet, more or less to the westerly right of way line of 17th Street;

Thence Northwesterly along said westerly right of way line, a distance of 106 feet, more or less to the southeast corner of Block 19 of Old Town Addition;

Thence Northeasterly, a distance of 81 feet, more or less to the southerly line of the northerly 120 feet of Lot 5 in Block 20 of Old Town Addition;

Thence Northeasterly along the southerly line of the northerly 120 feet of Lots 5, 6, 7 and 8 in said Block 20 and their northeasterly projection, a distance of 400 feet, more or less to the easterly right of way line of 18th Street;

Thence Southeasterly along said easterly right of way line, a distance of 20 feet, more or less to the northerly right of way line of 4th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 320 feet, more or less to the westerly right of way line of 19th Street;

Thence Southeasterly along said westerly right of way line, a distance of 215 feet, more or less to the northerly line of 4th Avenue A;

Thence Southwesterly along said northerly line, a distance of 197 feet, more or less;

Thence Northerly along said northerly line, a distance of 24 feet, more or less;

Thence Southwesterly along said northerly line, a distance of 46 feet, more or less;

Thence Southeasterly, a distance of 210 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 240 feet, more or less to the westerly right of way line of 19th Street;

Thence Northwesterly along said westerly right of way line, a distance of 160 feet, more or less;

Thence Northeasterly, a distance of 82 feet, more or less to the northerly line of an alley in Block 8 of Woods 3rd Addition;

Thence Northeasterly along said northerly line, a distance of 400 feet, more or less to the westerly line of Lot 4 in Block 22 of Woods 3rd Addition;

Thence Northwesterly along said westerly line and the easterly right of way line of 20th Street, a distance of 915 feet, more or less to the northerly line of Lot 1 of Frank Foundries Corporation Addition;
Thence Easterly 170 feet, more or less along the arc of a curve to the left, not tangent to the last described course, to the northerly projection of the easterly line of Lot 4 in Block 1 of Woods 1st Addition;

Thence Southeasterly along said easterly line and its northerly projection, a distance of 202 feet, more or less to the southerly line of Lot 1 in Frank Foundries Corporation Addition;

Thence Northeasterly along said southerly line, a distance of 124 feet, more or less;

Thence Southeasterly, a distance of 474 feet, more or less to the southerly right of way line of 4th Avenue;

Thence Northeasterly along said southerly right of way line, a distance of 20 feet, more or less to the easterly line of Moline Township Tax Parcel 8325-1;

Thence Southeasterly along said easterly line, a distance of 69 feet, more or less;

Thence continuing Southwesterly along said easterly line, a distance of 20 feet, more or less;

Thence continuing Southeasterly along said easterly line, a distance of 82 feet, more or less to the north line of an alley;

Thence Northeasterly along said north line, a distance of 142 feet, more or less to the easterly right of way line of 21st Street;

Thence Southeasterly along said easterly right of way line, a distance of 230 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 560 feet, more or less to the easterly line of Lot 2 in Block 9 of Woods 3rd Addition;

Thence Southeasterly along the easterly line of said Lot 2, a distance of 150 feet, more or less to the northerly line of an alley;

Thence Southeasterly, a distance of 25 feet, more or less to the intersection of the east line of westerly 20 feet of Lot 8 in Block 9 of Woods 3rd Addition and the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 50 feet, more or less to the easterly line of the westerly 50 feet of Lot 7 in Block 9 of Woods 3rd Addition;

Thence Southeasterly along said easterly line and its southerly extension, a distance of 210 feet, more or less to the southerly right of way line of 6th Avenue

Thence Southwesterly along said southerly right of way line, a distance of 200 feet, more or less;

Thence Southwesterly, a distance of 115 feet, more or less to the intersection of the southerly right of way line of 6th Avenue and the westerly right of way line of 19th Street;

Thence Northerly along said westerly right of way line, a distance of 230 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 395 feet, more or less to the intersection of the westerly right of way line of 18th Street and the southerly line of an alley;

Thence Northwesterly, a distance of 20 feet, more or less to the northerly line of an alley

Thence Northeasterly along said northerly line, a distance of 40 feet, more or less to the easterly line of the vacated portion of 18th Street;

Thence Northwesterly along said easterly line, a distance of 140 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 240 feet, more or less to the easterly line of the westerly half of Lot 3 in Block 1 of Atkinson's Addition'

Thence Southeasterly along said easterly line and its southerly projection, a distance of 160 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 520 feet, more or less to the easterly right of way line of 16th Street;

Thence Southeasterly along said easterly right of way line, a distance of 210 feet, more or less to the southerly right of way line of 6th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 463 feet, more or less to the easterly right of way line of 15th Street;

Thence Southerly along said easterly right of way line, a distance of 159 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 947 feet, more or less to the southerly projection of the westerly line of Lot 3 in Pitts, Gilbert and Pitts Addition;

Thence Northwesterly along said westerly line and its southerly and northerly projections, a distance of 200 feet, more or less to the northerly right of way line of 6th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 200 feet, more or less to the westerly right of way line of 13th Street;

Thence Northwesterly along said westerly right of way line, a distance of 320 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 240 feet, more or less to the southerly projection of the westerly line of Lot 6 in Block 28 of Old Town Addition;

Thence Northwesterly along said westerly line and its southerly projection, a distance of 210 feet, more or less to the Point of Beginning.

EXCLUDED FROM THE ABOVE DESCRIPTION ARE THE FOLLOWING 4 EXCEPTIONS:

Exception 1
Lots 6, 7 and 8 in Block 1 of Pitts, Gilbert and Pitts Addition to the City of Moline and that part of 6th Avenue lying immediately southerly and adjacent to the above described property as was vacated by Ordinance of the City of Moline.

Exception 2
The West 22.16 feet of the East 43.16 feet of Lot 2 in Block 1 in Pitts, Gilbert and Pitts First Addition to the City of Moline including that part of 5th Avenue heretofore vacated by an Ordinance of the City of Moline.

Exception 3
The North 125 Feet of Lot Number 4 in that part of the City of Moline known as William McEnary's Addition; excepting therefrom the Northerly 10 feet taken and condemned for the widening of Fifth Avenue; Also excepting therefrom the Southerly 50 feet of the Westerly 70 feet of said Lot 4; Also excepting therefrom the Southerly 25 feet of the Easterly 10 feet of said Lot 4.

Exception 4
Lot 6 and the West 36 feet of Lot 7 all in Block Number 24 in that part of the City of Moline known as Old or Original Town.

Exhibit B

Tax Increment Redevelopment Plan & Project
Moline Centre Redevelopment Project Area
February 5, 2016

Tax Increment Financing Redevelopment Plan & Project

Moline Centre Redevelopment Project Area

Prepared for

City of Moline, Illinois

Prepared by

PGAV PLANNERS

February 5, 2016

CITY OF MOLINE, ILLINOIS

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CITY COUNCIL

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APPENDIX

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SECTION I

INTRODUCTION

On October 20, 2015, the Moline City Council passed **Resolution 1122-2015** stating the City's intent to designate a portion of the City as a tax increment finance (TIF) Redevelopment Project Area and to induce development interest within such area (see **Attachment A** in the Appendix). The area being considered for designation as a TIF area includes multiple city blocks, or portions thereof, generally within the boundaries of 12th Street to the west, 4th Avenue to the north, 21st Street to the east and 7th Avenue to the south. The area is referred to herein as the Moline Centre Redevelopment Project Area (the "Area"). The boundaries of the Area are as shown on **Exhibit A - Redevelopment Project Area Boundary**. Refer also to the **Boundary Description** contained in the **Appendix** as **Attachment B**.

The Area contains approximately 41 acres, including street and alley rights-of-way (21 acres net of rights-of-way). There are a total of 82 parcels of real property, of which 75 (91%) have improvements thereon (e.g., buildings, parking areas, etc.). Much of the built environment in this Area, including improvements in public right-of-way, suffers from advanced age and physical deterioration. Not all properties have conditions that would cause them to qualify individually under the definitions contained in the Act. However, the area "on the whole" meets the eligibility requirements of the Act.

The City may consider the use of tax increment financing, as well as other economic development resources as available, to facilitate private investment within the Area. It is the intent of the City to induce the investment of significant private capital in the Area, which will serve to renovate or redevelop underperforming and obsolete parcels within the Area and ultimately enhance the tax base of the community. Furthermore, in accordance with Section 11-74.4-3(n)(5) of the Act, a housing impact study need not be performed since the City has expressly stated in this Plan that it is not reasonably expected that the proposed redevelopment plan will result in the displacement of ten (10) or more inhabited housing units. Certification of this claim is provided in Section IV of this report.

The Act sets forth the requirements and procedures for establishing a Redevelopment Project Area and a Redevelopment Plan. The following sections of this report present the findings of eligibility and the Redevelopment Plan and Project for the Area, as well as other findings, evidence, and documentation required by the Act.

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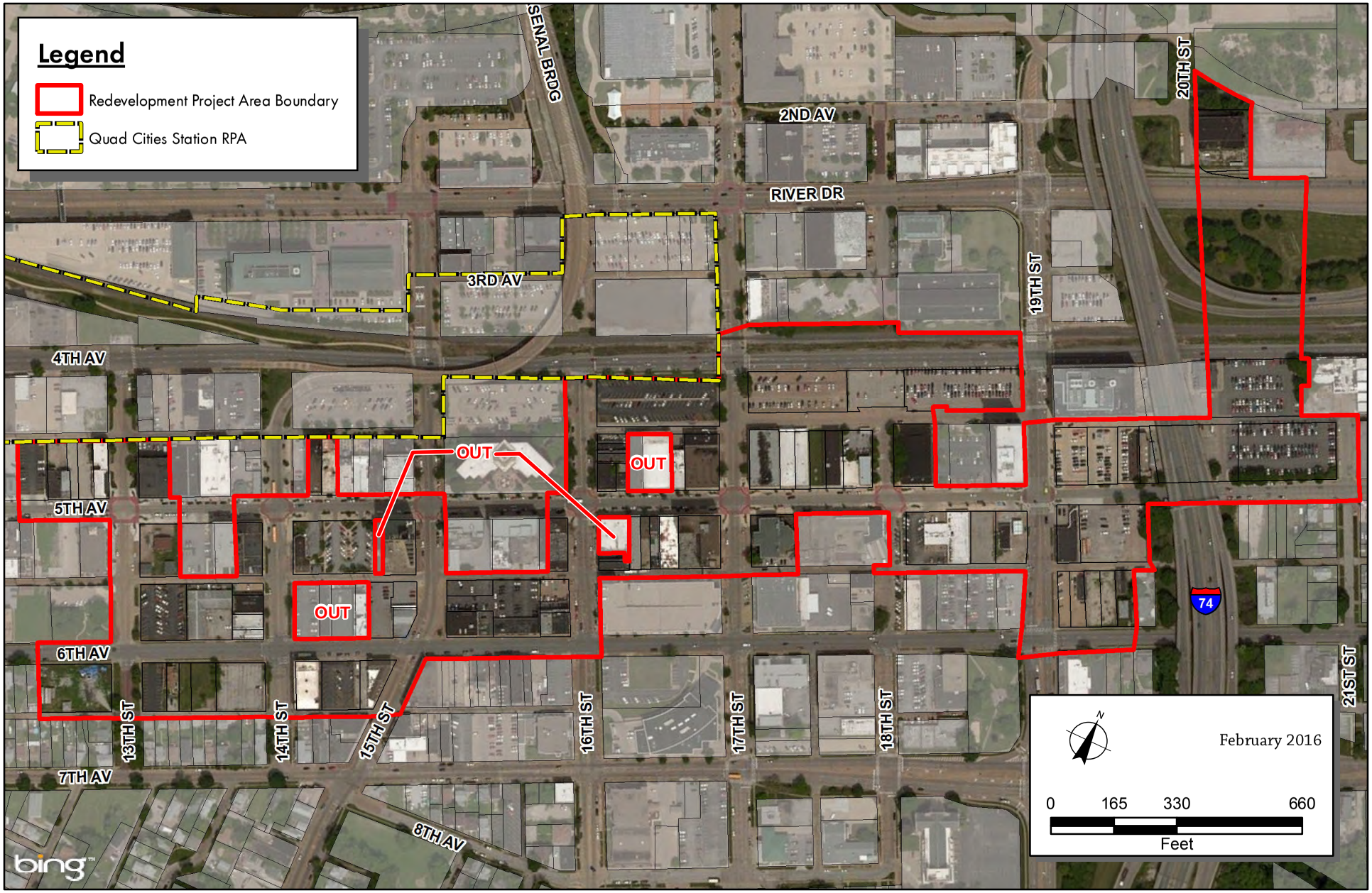

Exhibit A - Redevelopment Project Area Boundary Map

Moline Centre Redevelopment Project Area
City of Moline, Illinois

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SECTION II

STATUTORY BASIS FOR TAX INCREMENT FINANCING AND SUMMARY OF FINDINGS

A. Introduction

Tax increment financing (TIF) is a local funding mechanism created by the "Tax Increment Allocation Redevelopment Act" (the "Act"). The Act is found at 65 ILCS 5/11-74.4-1 *et. seq*.

As used, herein, the term **Redevelopment Project** means any public and private development project in furtherance of the objectives of a Redevelopment Plan. The term **Redevelopment Project Area** means an area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions that cause the area to be classified as an industrial park conservation area, a blighted area or a conservation area, or a combination of both blighted areas and conservation areas. **Redevelopment Plan** means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the Redevelopment Project Area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area.

The concept behind the tax increment law is straightforward and allows a municipality to carry out redevelopment activities on a local basis. Redevelopment that occurs in a designated Redevelopment Project Area results in an increase in the equalized assessed valuation (EAV) of the property and, thus, generates increased real property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy, construction of public infrastructure, and other redevelopment project costs as permitted by the Act.

The Illinois General Assembly made various findings in adopting the Act; among them were:

1. That there exists in many municipalities within the State blighted, conservation and industrial park conservation areas; and

2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest and welfare.

These findings were made on the basis that the presence of blight, or conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers is proper and in the public interest, the Act specifies certain requirements that must be met before a municipality can proceed with implementing a Redevelopment Plan. One of these requirements is that the municipality must demonstrate that a Redevelopment Project Area qualifies under the provisions of the Act. With the definitions set forth in the Act, a Redevelopment Project Area may qualify either as a blighted area, a conservation area, or a combination of both blighted area and conservation area, or an industrial park conservation area.

B. Summary of Findings

The following findings and evidentiary documentation is made with respect to the proposed Redevelopment Project Area:

1. The Area, as a whole, meets the statutory definition of a "***conservation area***". The Area is not yet blighted, *but* because of a combination of three or more factors specified in the definition of "conservation area", it is detrimental to the public safety, health, morals or welfare and such Area *may* become a blighted area.

2. The Area exceeds the statutory minimum size of 1-1/2 acres.

3. The Area contains contiguous parcels of real property.

4. If this Plan is adopted and implemented by the City, it is reasonable to say that all properties included in the Area would benefit substantially from being included in the Area.

5. The Redevelopment Project Area, as a whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to occur without public assistance. Further evidence of this is presented in Section V and throughout this document.

SECTION III

BASIS FOR ELIGIBILITY OF THE AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, or combination thereof, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act.

This Section documents the relevant statutory requirements and how the subject area meets the eligibility criteria.

B. Statutory Qualifications

The Act defines the factors that must be present in order for an area to qualify for TIF. The following provides the statutory definitions of the qualifying factors relating to a blighted area and a conservation area:

1. Eligibility of a Blighted Area

The Act states that a "…"**blighted area**" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:" [1]

a. "**If improved**, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:"

(1) "Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed."

[1] Emphasis added with bold or underlined text.

(2) "Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.

(3) "Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces."

(4) "Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes."

(5) "Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards."

(6) "Excessive vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies."

(7) "Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building."

(8) "Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area,

(ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area."

(9) "Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service."

(10) "Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area."

(11) "Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area."

(12) "Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning."

(13) "The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated."

b. "**If vacant**, the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:"

(1) "Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way, or that omitted easements for public utilities."

(2) "Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development."

(3) "Tax and special assessment delinquencies exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years."

(4) "Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land."

(5) "The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area."

(6) "The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated."

2. Eligibility of a Conservation Area

The Act further states that a "… "conservation area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which **50% or more of the structures in the area have an age of 35 years or more**. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the [13 factors applicable to the improved area] is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area." *[Bracketed text replaces "following factors" from the Act.]*

C. Investigation and Analysis of Blighting Factors

In determining whether or not the Area meets the eligibility requirements of the Act, research and field surveys were conducted by way of:

- Contacts with City of Moline officials who are knowledgeable of Area conditions and history.
- On-site field examination of conditions within the Area by experienced staff of PGAV.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective January 10, 1977.
- Examination of Rock Island County real property tax assessment records.

To ensure that the exercise of these powers is proper and in the public interest, the Act specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these is that the municipality must demonstrate that the Area qualifies. An analysis of the physical conditions and presence of blighting factors relating to the

Area was commissioned by the City. The result and documentation of this effort are summarized below.

D. Analysis of Conditions in the Area

PGAV staff conducted a parcel by parcel survey to document existing conditions in the Area on October 10 and 20, 2015. One of the outcomes of this survey was an inventory of existing land uses in the Area, which are illustrated on **Exhibit B - Existing Land Use**. This field work was supplemented with discussions with City staff and analysis of property assessment data from Rock Island County. **Exhibit C – Summary of Blighting and Conservation Area Factors** provides a quantitative breakdown of the various factors. **Exhibit D – Existing Conditions** provides a graphic depiction of certain blighting and conservation area factors that were determined to exist within the Area. A blighting factor that relates to property valuation trends is presented later in this Section.

1. Findings on Improved Area

a. Summary of Findings on Age of Structures: Age is a prerequisite factor in determining if all or a portion of a redevelopment project area qualifies as a "conservation area". As is clearly set forth in the Act, 50% or more of the structures in the redevelopment project area must have an age of 35 years or greater in order to meet this criteria. Of the 57 buildings in the Area 52 (91%) were determined to be over 35 years old. The fact that these buildings were constructed over 35 years ago was determined from Rock Island online property assessment records, and where year built was not available, PGAV staff examined aerial photos taken in 1970 and corroborating this photo analysis with PGAV's fieldwork.

b. Summary of Findings on Deterioration: Deteriorating conditions were recorded on 43 (75%) of the 57 buildings in the Area. The field survey of exterior building conditions in the Area found structures with major defects in the secondary structural components, including windows, doors, gutters, downspouts, masonry and other fascia materials, etc. These deteriorated buildings are scattered throughout the Area. Deteriorated site improvements are also found street and alley rights-of-way within 7 of the 10 sub-areas. **Attachment C** in the **Appendix** provides **photographic evidence of the conditions** found on these properties and within the public rights-of-way.

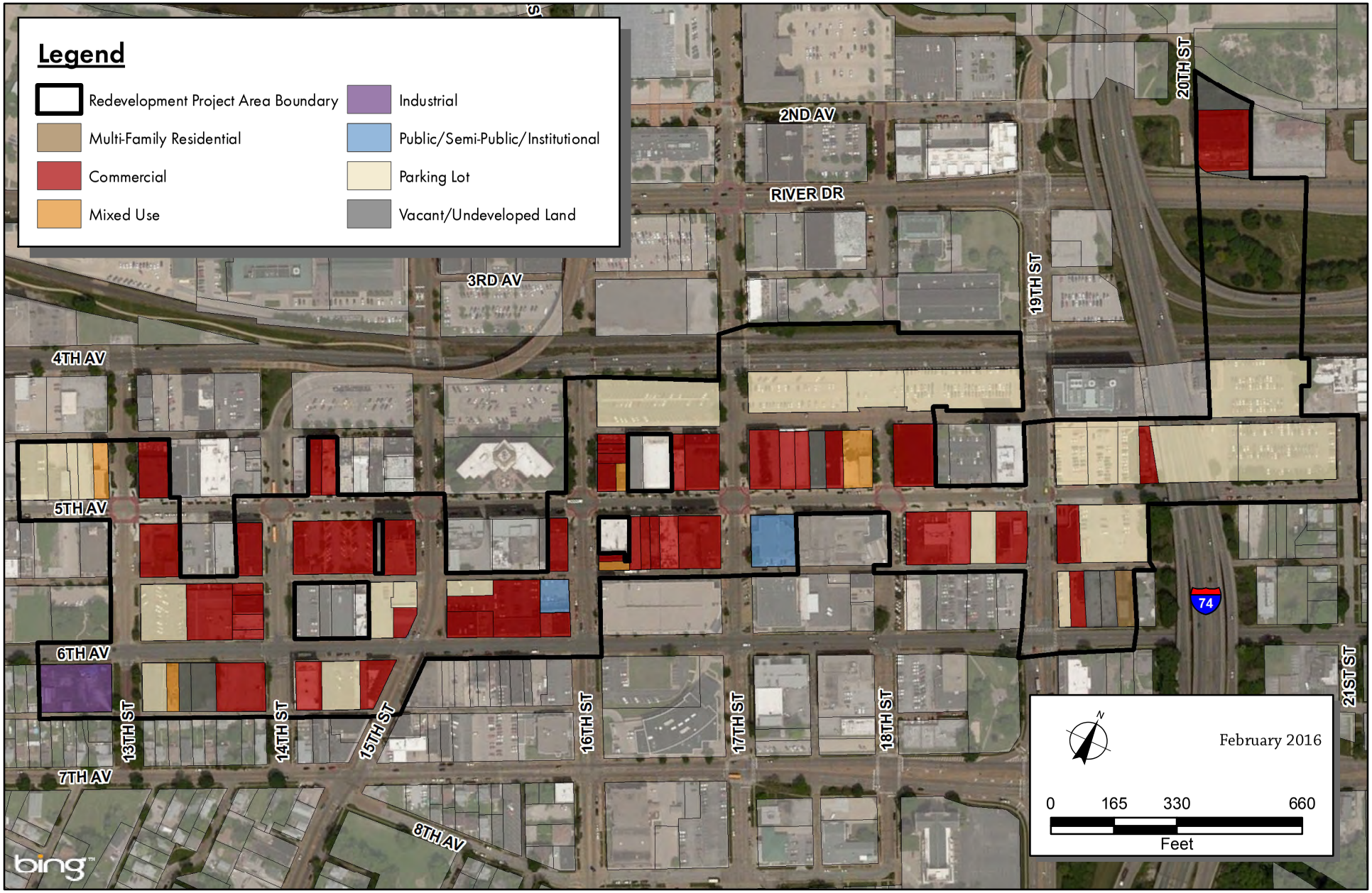

Exhibit B - Existing Land Use

Moline Centre Redevelopment Project Area
City of Moline, Illinois

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Exhibit C

SUMMARY OF BLIGHTING AND CONSERVATION AREA FACTORS

Moline Centre Redevelopment Project Area
City of Moline, Illinois

	Total	%
No. of improved parcels	75	91%
No. of vacant parcels	7	9%
Total parcels	82	100%
No. of buildings	57	100%
No. of buildings 35 years or older	52	**91%**
No. housing units	19	
No. housing units occupied	15	
Sub-Area Count	10	100%
IMPROVED LAND FACTORS:		
No. of deteriorated buildings	43	**75%**
No. of parcels with site improvements that are deteriorated	28	37%
Deteriorated street and/or sidewalk pavement (by Sub-Area)	7	**70%**
No. of dilapidated buildings	0	0%
No. of obsolete buildings	3	5%
No. of structures below minimum code	nd [1]	
No. of buildings lacking ventilation, light or sanitation facilities	nd [1]	
No. of building with illegal uses	nd [1]	
Approximate total building square footage	588,352	
Approximate vacant building square footage	177,999	**30%**
No. of parcels with excessive land coverage or overcrowding of structures	52	**69%**
Inadequate utilities (by Sub-Area)	0	0%
Deleterious land use or layout (by Sub-Area)	0	0%
Lack of community planning	0	0%
Declining or Sub-par EAV Growth	**YES**	
VACANT LAND FACTORS:		
Obsolete platting	2	29%
Diversity of ownership	nd [1]	
Tax delinquencies	nd [1]	
Deterioration of struct. or site improvements in neighboring areas	7	**100%**
Environmental clean-up	nd [1]	
Declining or sub-par EAV growth	**YES**	

[1] Not determined.

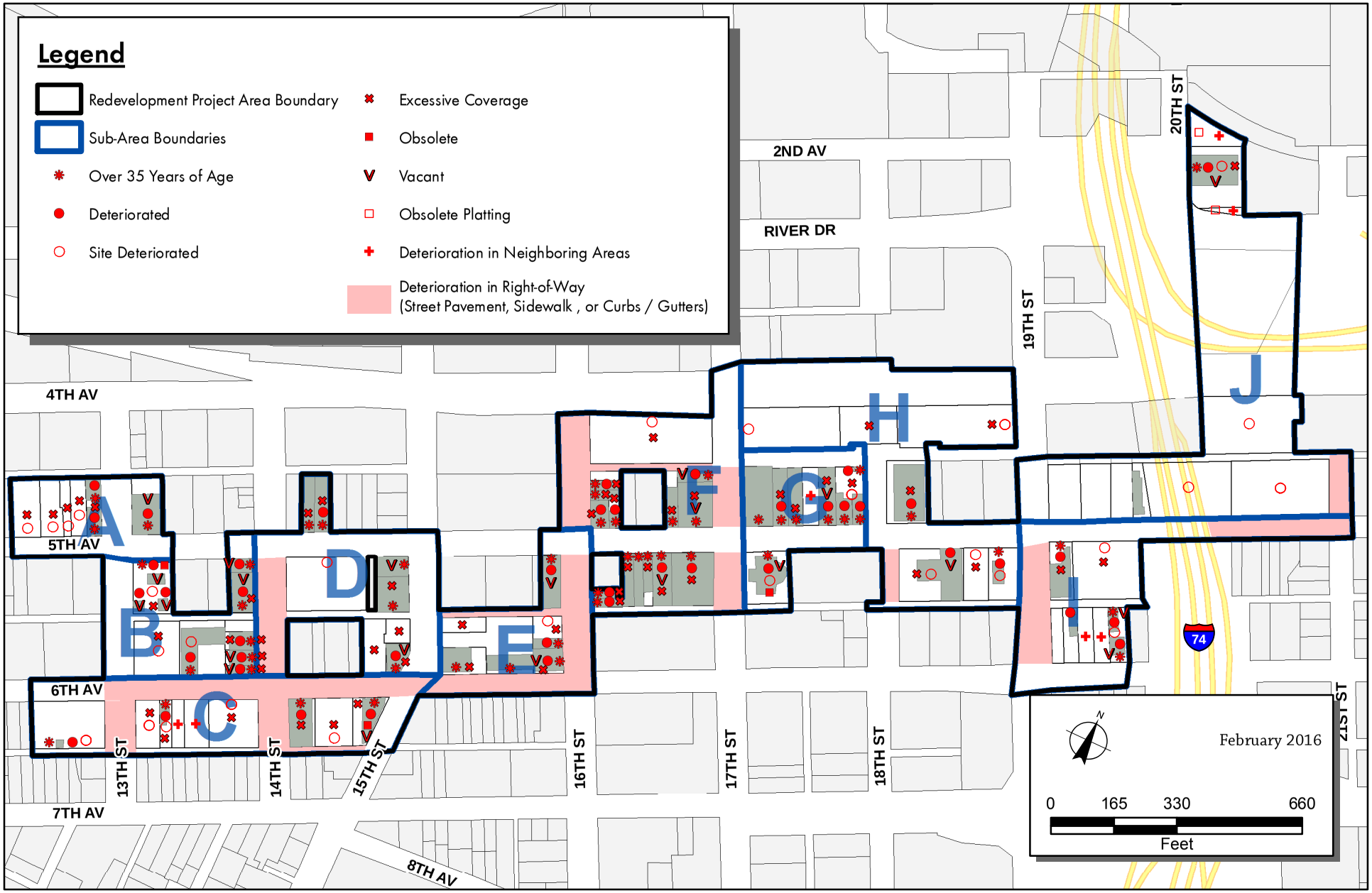

Exhibit D - Existing Conditions

Moline Centre Redevelopment Project Area
City of Moline, Illinois

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c. Summary of Findings Regarding Excessive Vacancies: Of the approximate 588,000 square feet of building space within the Area, approximately 178,000 square feet (30%) are vacant. The vacant building space is scattered throughout the Area with the largest being the former Spiegel Moving and Storage building (36,400 square feet). This overall vacancy rate is an excessive high where the industry norm for healthy commercial properties is a vacancy rate of not more than 5% to 10%.

d. Summary of Findings Regarding Excessive Land Coverage: Most of the properties have excessive land coverage. Excessive land coverage is characterized by a large percentage of building and paving coverage on their respective lots. Little or no landscaping is provided, and there is an obvious lack of adequate off-street parking and loading areas. Of the 75 improved parcels in the Area, 52 (69%) revealed evidence of excessive land coverage.

e. Summary of Findings Regarding Declining or Lagging Rate of Growth of Total Equalized Assessed Valuation: This factor is applicable to vacant areas, as well as improved areas. The total equalized assessed valuation (EAV) for the Area has declined three (3) out of the last five (5) years and, likewise has been below the rate of EAV growth for the balance of the City. Furthermore, has not kept pace with the Consumer Price Index (CPI) for five (5) of the last five (5) calendar years. To be sure that this factor was reasonably distributed throughout the Area, the analysis determined that 66 of the 82 parcels (or 80%) had EAV declines for three (3) out of the last five (5) years. A comparison of EAV for the Area and the CPI is shown in **Exhibit E, Comparison of EAV Growth Rates (2009-2014)**.

2. Findings on Vacant Land

There are only six vacant parcels that constitutes only 0.9 acres of the 21 net acres of land within the Area and, therefore, is inconsequential to the eligibility findings. Nonetheless, the qualifying factors relevant to this vacant parcel include deterioration of structures or site improvements in neighboring areas and the EAV of the Area has been subpar relative to comparative measures (see Exhibit E).

E. Summary of Eligibility Factors for the Area

The study found that the Area contains conditions that qualify it as a ***conservation area***. The following summarizes the existence of the most predominant blighting/conservation factors existing within the Area:

- ***Age*** – Of the 57 buildings located in the Area 52 (91%) are greater than 35 years old, which exceeds the statutory threshold of 50% (prerequisite for a "conservation area").

- ***Deterioration*** – 75% of the buildings exhibit signs of deterioration as defined in the Act. This is a high incidence of deterioration.

- ***Excessive Vacancies*** – 30% of the total building space in the Area were found to be vacant, which is a excessively high vacancy rate.

- ***Excessive land coverage*** – Nearly 70% of the improved parcels in the Area had excessive land coverage.

- ***Sub-par EAV trends*** – The total EAV of the Area has declined has three (3) out of the last five (5) years and has failed to keep pace with inflation for five (5) out of the last five (5) years. This factor applies to both improved land and vacant land.

Exhibit E

COMPARISON OF EAV GROWTH RATES (2009-2014) [1]

Moline Centre Redevelopment Project Area

Assessment Year	Project Area EAV	Balance of City [2]	Area Growth Rate Less Than Balance of City?	Consumer Price Index (CPI) [3]	Area Growth Rate Less Than CPI?
2009	$ 5,313,100	$ 766,051,405		214.537	
2010	$ 5,345,178	$ 773,770,640		218.056	
Annual Percent Change	0.6%	1.0%	YES	1.6%	YES
2011	$ 5,355,026	$ 774,917,550		224.939	
Annual Percent Change	0.2%	0.1%	NO	3.2%	YES
2012	$ 4,988,573	$ 760,298,479		229.594	
Annual Percent Change	-6.8%	-1.9%	YES	2.1%	YES
2013	$ 4,974,440	$ 750,538,444		232.957	
Annual Percent Change	-0.3%	-1.3%	NO	1.5%	YES
2014	$ 4,670,159	$ 748,610,284		236.736	
Annual Percent Change	-6.1%	-0.3%	YES	1.6%	YES

[1] Source: Rock Island County Assessor data.

[2] Total City EAV less EAV of the Project Area.

[3] Source: U.S. Bureau of Labor Statistics.

This study finds that the Redevelopment Project Area contains conditions that qualify it as a conservation area, as this term is defined in the Act, and that these parcels will likely continue to exhibit blighted conditions or conditions that may lead to blight without a program of intervention to induce private and public investment in the Area. These findings were made considering the qualifying factors that are present to a meaningful extent and distributed throughout the Area. The qualifying conditions that exist in the Redevelopment Project Area are detrimental to the Area, as a whole, and the long-term interests of the taxing districts. The various projects contemplated in this tax increment program will serve to reduce or eliminate these deficiencies and enhance the tax base of all overlapping taxing authorities.

Therefore, it is concluded that public intervention is necessary because of the conditions documented herein and the lack of private investment in the Area. The City Council should review this analysis and, if satisfied with the findings contained herein, proceed with the adoption of these findings in conjunction with the adoption of the Redevelopment Plan and establishment of the Redevelopment Project Area. Once in place, the goal will be to use TIF to incent private investment that will ultimately improve property conditions and values over the long term.

SECTION IV

REDEVELOPMENT PLAN

A. Introduction

This section presents the Redevelopment Plan and Project for the Moline Centre Redevelopment Project Area. Pursuant to the Tax Increment Allocation Redevelopment Act, when the finding is made that an area qualifies as a conservation, blighted, combination of conservation and blighted areas, or industrial park conservation area, a Redevelopment Plan must be prepared. A **Redevelopment Plan** is defined in the Act as "the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the Redevelopment Project Area as a 'blighted area' or 'conservation area' or combination thereof or 'industrial park conservation area', and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area".

B. General Land Uses to Apply

The proposed general land uses to apply to the Area are illustrated on **Exhibit F, General Land Use Plan**. The "Mixed Use" category shown on Exhibit F would include those potential uses proposed in the City of Moline's Comprehensive Plan Update adopted April 22, 2014 as applicable to the Moline Centre Area. The potential uses include, but are not necessarily limited to:

- Mixed-use
- Retail
- Office
- Hotel
- Institutional
- Municipal (including public parking facilities)
- Residential (low, medium and high density)

C. Objectives

The objectives of the Redevelopment Plan are:

1. Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan.

2. Prevent the recurrence of blighting conditions.

3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified herein.

4. Encourage and assist private investment in the redevelopment of the Area through the provision of financial assistance as permitted by the Act.

5. Provide for safe and efficient traffic circulation within the Area.

6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

D. Program Policies to Accomplish Objectives

The City has determined that it is appropriate to provide limited financial incentives for private investment within the Area. It has been determined, through redevelopment strategies previously utilized by the City and communications between property owners/prospective developers and the City, that tax increment financing constitutes a key component of leveraging private investment within the Area. The City will incorporate appropriate provisions in any redevelopment agreement between the City and private investors to assure that redevelopment projects achieve the objectives stated herein and accomplish the various redevelopment projects described below.

E. Redevelopment Projects

To achieve the Plan objectives and the overall project proposed in the Plan, a number of public and private activities will need to be undertaken, including a combination of private developments and public investment in infrastructure improvements. Improvements and activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

a. *Building repairs, renovation and retrofitting existing buildings:* Improvements to existing buildings is encouraged, particularly for those building included within the National Register Historic District. The Project Area overlaps a significant portion of this National Register district.

b. *Demolition of existing buildings.* A limited amount of demolition of existing buildings is anticipated to advance private redevelopment projects as well, particularly as part of efforts to reposition properties to meet market demands and compliment other building renovation and redevelopment projects located both inside and outside the Area.

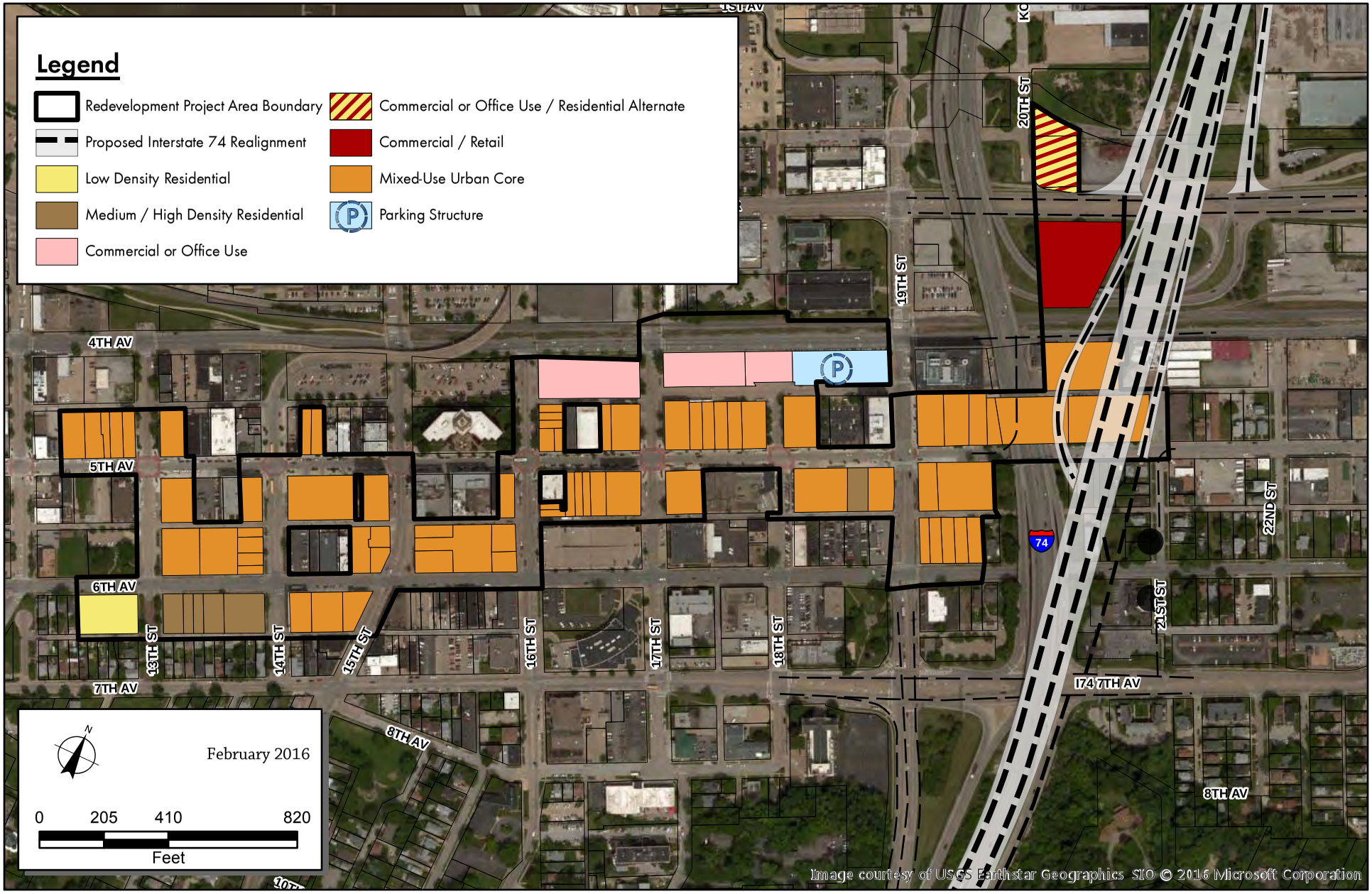

Exhibit F - General Land Use Plan

Moline Centre Redevelopment Project Area
City of Moline, Illinois

c. *Construction of private buildings*. Construction of new buildings is anticipated as part of private redevelopment projects.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment in the Area. These may include, but are not limited to, the following activities:

a. *Land assembly and site preparation*. In order to facilitate redevelopment, it may be necessary for TIF to help finance land acquisition or to assist in site preparation, including building demolition, environmental remediation, and other steps to prepare sites for development.

b. *Marketing of properties and promoting development opportunities*. The City will help to promote the opportunities available for investment in the Area.

c. *Public works improvements*: Improvements to streets and sidewalks, installation of streetscape amenities such as landscaping, way finding signage, and other public space enhancements.

d. *Additional public parking:* Construction of parking structures to meet existing and future parking demand in the Area.

e. *Other programs of financial assistance as may be provided by the City*. The Act defines eligible redevelopment project costs as summarized in Section F below. The City's involvement with redevelopment activities may include all those authorized by the Act, as needed.

3. Land Assembly, Displacement Certificate & Relocation Assistance:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary to attract private development interest. Therefore, property located within the Area may be acquired by the City or private parties, as necessary, to implement a specific public or private redevelopment project. Such property assembly may include the displacement of inhabited housing units located in the Area (see below).

Displacement Certificate:

Pursuant to Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the Act, by adoption of this Redevelopment Plan by the City, the City hereby certifies that this Redevelopment Plan will not result in the displacement of more than nine (9) inhabited residential units. If, at some

time in the future, a redevelopment project is proposed that will result in the displacement of ten (10) or more inhabited residential units, the City will prepare, or cause to be prepared, the requisite housing impact study pursuant to the Act.

Relocation Assistance:

In the event that households of low-income or very low-income persons inhabit any residential housing units where relocation of the occupants is required, relocation assistance will be provided to such persons. Affordable housing and relocation assistance shall not be less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations under that Act, including the eligibility criteria. Affordable housing may be either in existing or newly constructed buildings. For purposes of this requirement in the Act, "low-income households", "very low-income households" and "affordable housing" have the meanings set forth in the Illinois Affordable Housing Act.

F. Estimated Redevelopment Project Costs

The estimated costs associated with the eligible public redevelopment activities are presented in **Exhibit G**, on the following page, entitled **Estimated Redevelopment Project Costs**. This estimate includes reasonable or necessary costs incurred, or estimated to be incurred, in the implementation of this Redevelopment Plan. These estimated costs are subject to refinement as specific plans and designs are finalized and experience is gained in implementing this Redevelopment Plan and do not include public financing costs or interest payments that may be incurred in conjunction with redevelopment projects.

In addition to the proposed TIF funding, the City may seek the assistance of various State of Illinois Departments (Department of Transportation, Department of Commerce and Economic Opportunity, etc.), or appropriate agencies of the Federal Government to assist in funding site preparation, infrastructure, or other required projects or improvements. To the extent additional funds can be secured from the State of Illinois, or any Federal program or other public or private sources, the City may use such funding sources in furtherance of the Redevelopment Plan and Project.

Exhibit G

ESTIMATED REDEVELOPMENT PROJECT COSTS

Moline Centre Redevelopment Project Area
City of Moline, Illinois

Description	Estimated Cost
A. Public Works or Improvements *(Improvement of streets, curb and gutters, utilities and other public improvements)*	$5,500,000
B. Property Assembly *(Acquisition of land, building demolition and site preparation)*	$4,500,000
C. Building Rehabilitation	$10,000,000
D. Relocation	$750,000
E. Taxing District Capital Costs	$250,000
F. Job Training	$250,000
G. Interest Costs Incurred by Developers	$750,000
H. Planning, Legal and Professional Services	$2,500,000
I. General Administration	$2,428,000
J. Financing Costs	See Note 3
K. Contingency	$2,700,000
Total Estimated Costs	**$29,628,000**

Notes:

1. All costs shown are in 2016 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

G. Description of Redevelopment Project Costs

Costs that may be incurred by the City in implementing the Redevelopment Plan may include project costs and expenses as itemized in Exhibit G, subject to the definition of "redevelopment project costs" as contained in the Act, and any other costs that are eligible under said definition included in the "Contingency" line item. Itemized below is the statutory listing of "redevelopment project costs" currently permitted by the Act **[bold typeface added for emphasis]**. Note that some of the following narrative has been paraphrased (see full definitions in the Act).

1. **Costs of studies, surveys, development of plans and specifications, wetland mitigation plans, implementation and administration of the Redevelopment Plan**, including but not limited to staff and professional service costs for architectural, engineering, legal, environmental, financial, planning or other services, subject to certain limitations:

    a. There are limitations on contracts for certain professional services with respect to term, services, etc.

    b. Annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a Redevelopment Plan.

    c. Marketing costs are allowable if related to marketing sites within the Redevelopment Project Area to prospective businesses, developers and investors.

2. **Property assembly costs**, including but not limited to **acquisition of land** and other property, real or personal or interest therein, **demolition of buildings**, **site preparation**, site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.

3. **Costs of rehabilitation**, reconstruction or repair or remodeling of **existing public or private buildings, fixtures and leasehold improvements**; and the cost of replacing an existing public building if, pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification.

4. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 of the Act unless either

a. the construction of the new municipal building implements a redevelopment project that was included in a Redevelopment Plan that was adopted by the municipality prior to November 1, 1999; or

b. the municipality makes a reasonable determination in the Redevelopment Plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the Redevelopment Plan.

5. **Cost of job training and retraining projects**, including the cost of "welfare to work" programs implemented by businesses located within the Redevelopment Project Area.

6. **Financing costs**, including but not limited to, all necessary and incidental expenses **related to the issuance of obligations** (see definition of "obligations" in the Act), and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter, and including reasonable reserves related thereto.

7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs** resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and project.

8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or it is required to make payment of relocation costs by Federal or State law or in order to satisfy Subsection 11-74.4-3 (n) (7) of the Act (re: federal Uniform Relocation Assistance and Real Property Acquisition Policies Act requirements).

9. **Payments in lieu of taxes** (not common; see definition in Act).

10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, **incurred by one or more taxing districts**, provided that such costs:

    a. are related to the establishment and maintenance of additional job training, advanced vocational education or career education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; and

b. when incurred by a taxing district(s) other than the municipality, are set forth in a written agreement between the municipality and the taxing district or taxing districts, which agreement describes the programs to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and types of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the terms of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code.

11. **Interest costs incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:

    a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;

    b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;

    c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;

    d. the total of such interest payments paid pursuant to this Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project, plus (ii) redevelopment project costs, excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act;

12. Unless explicitly stated in the Act, the cost of **construction of new privately owned buildings shall not be an eligible redevelopment project cost**.

13. **None of the redevelopment project costs enumerated above shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the Redevelopment Project Area, while terminating operations at another Illinois location within 10 miles of the Redevelopment Project Area but outside the boundaries of the Redevelopment Project Area municipality**. For purposes of this paragraph, termination means closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a Redevelopment

Project Area; **but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman**.

14. **No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource**, after August 26, 2008 (the effective date of Public Act 95-934), unless no prudent and feasible alternative exists. "Historic resource" for the purpose of this item (14) means

    a. place or structure that is included or eligible for inclusion on the National Register of Historic Places or

    b. contributing structure in a district on the National Register of Historic Places.

    This item (14) does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

SECTION V

OTHER FINDINGS AND REQUIREMENTS

A. Conformance with Comprehensive Plan

Development projects proposed to be undertaken in implementing this Redevelopment Plan conform to the City of Moline's Comprehensive Plan Update adopted April 22, 2014 as applicable to the Moline Centre Area. In particular, the TIF program can serve as a tool to help achieve the goals and objectives and the implementation of the planning strategies outlined in this Plan Update. In addition, all development in the Area will comply with applicable codes and ordinances.

B. Area, on the Whole, not Subject to Growth and Development

While there has been significant growth and investment in the City's TIF District No. 1, it has been essentially non-existent within the proposed Moline Centre TIF Project Area. The lack of Area-wide investment in growth and development is indicative, in part, by the fact that the tax base of the Area has fallen since 2009 by nearly $643,000 or minus 12.1%. Upon further analysis of the EAV trends, it was discovered that properties purchased by the Illinois Department of Transportation (IDOT) for the I-74 bridge realignment project caused a significant portion of this decline in value (40% of the total decline). Also, there were two parcels having relatively large changes in value over this time period; one large decline and one large gain. When removing these two anomalies, overall decline in EAV was still minus nearly $209,000 or minus 4.9% (annualized rate of minus 1.0%). **Exhibit H, EAV Trends (2009-2014)** provides a comparison of property value trends in the Area to the Consumer Price Index. When compared to a modest rate of inflation, the value of property in the Area falls considerably short. Furthermore, the building conditions and excessive building vacancies within the Area, as identified in Section III of this Plan, reflects a lack of growth and investment. The evidence presented herein clearly shows that the Area, as a whole, lacks private investment. Significant private investment will be needed to achieve a level of revitalization that elevates property values that are commensurate with comparable other parts of Moline Centre that have been revitalized.

C. Would Not be Developed "but for" Tax Increment Financing

The City has found that the Area would not reasonably be developed without the use of tax increment revenues. The City further commits that such incremental revenues will be utilized for the development and revitalization of the Area as provided in the Act. Underscoring the economic need for municipal financial assistance in the form of tax increment financing is the certainty that there will not be commitments for private development and revitalization without the City's commitment to provide such municipal financial assistance.

Exhibit H
EAV Trends (2009-2014)
Moline Centre Redevelopment Project Area

	EAV 2009	EAV 2014	Change	Percent	Annual Percent Rate
Redevelopment Project Area	$ 5,313,100	$ 4,670,159	$ (642,941)	-12.1%	-2.5%
Without IDOT & 4 other parcels [1]	*$ 4,263,619*	*$ 4,055,012*	*$ (208,607)*	*-4.9%*	*-1.0%*
CPI[2]	201.6	224.9	23.3	11.6%	2.2%

[1] Remove from trend analysis 4 parcels acquired for I-74 bridge project and the 1 parcel having the highest gain and the 1 parcel having the largest loss in EAV.

[2] Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics

Even with public financial assistance, redevelopment projects will be a challenge. Furthermore, the eligibility factors documented in this Plan contribute to the "but for" argument. These conditions discourage private investment and will likely worsen as buildings continue to age further and building vacancies remain and/or increase. This has been borne out when prospective building renovations or redevelopment projects are received by the City and Renew Moline. The City and Renew Moline continuously work to attract prospective developers to generate new private investment in this portion of Moline Centre.

D. Assessment of Financial Impact

The City finds adoption of this Redevelopment Plan will not place significant additional demands on facilities or services for any local taxing body. Police and fire services and facilities appear to be adequate for the foreseeable future.

The City and Joint Review Board will monitor the progress of the TIF program and its future impacts on all local taxing bodies. In the event significant adverse impediments are identified that increase demands for facilities or services in the future, the City will consider utilizing tax increment proceeds or other appropriate actions, to the extent possible, to assist in addressing the needs.

E. Estimated Date for Completion of the Redevelopment Projects

The estimated date for completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31st of the year in which the payment to the City Treasurer, as provided in subsection (b) of Section 11-74.4-8 of the Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the Area is adopted.

F. Most Recent Equalized Assessed Valuation

The most recent total EAV for the Area has been estimated by the City to be $4,670,159, based on Rock Island County's 2014 tax year (payable 2015) property assessment data. A table with **Parcel Identification Numbers and 2014 EAV** is located in the **Appendix** as **Attachment D**. This is accompanied by a map showing the location of the parcels within the Redevelopment Project Area. After adoption of the TIF Plan, establishing the boundaries of the Redevelopment Project Area and adopting tax increment financing for said Area by the City Council, the City will make a request to the County Clerk of Rock Island County to certify the base EAV for each parcel of real estate located within the Area.

G. Redevelopment Valuation

Contingent on the adoption of this Plan and commitment by the City to the redevelopment program described herein, the City anticipates that the private redevelopment investment in the Area will increase the EAV of the Area by $13 to $14 million (2016 dollars) upon completion of the redevelopment projects.

H. Source of Funds

The primary source of funds to pay for redevelopment project costs associated with implementing this Plan shall be funds collected pursuant to tax increment financing to be adopted by the City. Under such financing, tax increment revenue resulting from an increase in the EAV of property in the Area shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special Tax Allocation Fund shall be used to pay redevelopment project costs and retire any obligations incurred to finance redevelopment project costs.

In order to expedite implementation of this Redevelopment Plan and construction of the public improvements, the City, pursuant to the authority granted to it under the Act, may issue bonds or other obligations to pay for the eligible redevelopment project costs. These obligations may be secured by future revenues to be collected and allocated to the Special Tax Allocation Fund.

If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, applicable revenues from any adjoining tax increment financing areas, and land disposition proceeds from the sale of land in the Area, as well as other revenues. The final decision concerning redistribution of yearly tax increment revenues may be made a part of a bond ordinance.

I. Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into a Special Tax Allocation Fund to be established by action of the City's City Council for the purpose of depositing monies received from the taxes on the increased EAV (above the initial EAV) of real property in the Area. These monies may be used to reimburse private or public entities for the redevelopment project costs incurred or to amortize obligations issued pursuant to the Act for a term not to exceed 20 years bearing an annual interest rate as permitted by law. Revenues received in excess of 100% of funds necessary for the payment of principal and interest on bonds or payment of other obligations and not needed for any other redevelopment project costs or early bond retirement shall be declared as surplus and become available for distribution to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the any projects. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan.

J. Fair Employment Practices and Affirmative Action

The City will insure that all private and public redevelopment activities are constructed in accordance with fair employment practices and affirmative action by any and all recipients of TIF assistance.

K. Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Act. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

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ATTACHMENT A

Moline City Council Resolution No. 1122-2015
Moline Centre Redevelopment Project Area

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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 5th Avenue also known as the 5th 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

Scott Raes
Mayor

October 20, 2015
Date

Passed: October 20, 2015

Approved: November 3, 2015

Attest: Mary Wanda
City Clerk

Approved as to Form:

Marc E
City Attorney

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ATTACHMENT B

Boundary Description
Moline Centre Redevelopment Project Area

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MOLINE CENTRE TIF
REDEVELOPMENT PROJECT AREA
METES AND BOUNDS DESCRIPTION

Part of the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows;

Beginning at the at the northwest corner of Lot 6 in Block 28 of Old Town Addition to the City of Moline;

Thence Northeasterly along the southerly line of an alley, a distance of 400 feet, more or less to the northeast corner of Lot 5 in Block 27 of Old Town Addition;

Thence Southeasterly along the easterly line of said Lot 5, a distance of 150 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 26 feet, more or less to the northerly projection of the east line of the west 36 feet of Lot 4 in Block 3 of Pitts, Gilbert and Pitts Addition;

Thence Southeasterly along said east line and its northerly projection, a distance of 210 feet, more or less to the northerly line of a public alley;

Thence Northeasterly along said northerly line, a distance of 148 feet, more or less to the east line of the west 56 feet of Lot 2 in Block 3 of Pitts, Gilbert and Pitts Addition;

Thence Northwesterly along said east line and it's northerly projection, a distance of 210 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 200 feet, more or less to the west line of the east half of Lot 5 in Block 26 of Old Town Addition;

Thence Northwesterly along said west line, a distance of 150 feet, more or less to the southerly line of an alley;

Thence Northeasterly along said southerly line, a distance of 80 feet, more or less to the east line of the west half of Lot 6 in Block 26 of Old Town Addition;

Thence Southeasterly along said east line, a distance of 150 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 280 feet, more or less to the easterly right of way line of 15th Street;

Thence Southeasterly along said easterly right of way line, a distance of 200 feet, more or less to the northerly line of an alley;

Thence Northeasterly along said northerly line, a distance of 265 feet, more or less to the westerly line of the East 55 feet of Lot 1 in Block 3 of Old Town Addition;

Thence Northwesterly along said westerly line and its northerly projection, a distance of 200 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 55 feet, more or less to the westerly right of way line of 16th Street;

Thence Northwesterly along said westerly right of way line, a distance of 300 feet, more or less to the southerly right of way line of 4th Avenue;

Thence Northeasterly along said southerly right of way line, a distance of 400 feet, more or less to the westerly right of way line of 17th Street;

Thence Northwesterly along said westerly right of way line, a distance of 106 feet, more or less to the southeast corner of Block 19 of Old Town Addition;

Thence Northeasterly, a distance of 81 feet, more or less to the southerly line of the northerly 120 feet of Lot 5 in Block 20 of Old Town Addition;

Thence Northeasterly along the southerly line of the northerly 120 feet of Lots 5, 6, 7 and 8 in said Block 20 and their northeasterly projection, a distance of 400 feet, more or less to the easterly right of way line of 18th Street;

Thence Southeasterly along said easterly right of way line, a distance of 20 feet, more or less to the northerly right of way line of 4th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 320 feet, more or less to the westerly right of way line of 19th Street;

Thence Southeasterly along said westerly right of way line, a distance of 215 feet, more or less to the northerly line of 4th Avenue A;

Thence Southwesterly along said northerly line, a distance of 197 feet, more or less;

Thence Northerly along said northerly line, a distance of 24 feet, more or less;

Thence Southwesterly along said northerly line, a distance of 46 feet, more or less;

Thence Southeasterly, a distance of 210 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 240 feet, more or less to the westerly right of way line of 19th Street;

Thence Northwesterly along said westerly right of way line, a distance of 160 feet, more or less;

Thence Northeasterly, a distance of 82 feet, more or less to the northerly line of an alley in Block 8 of Woods 3rd Addition;

Thence Northeasterly along said northerly line, a distance of 400 feet, more or less to the westerly line of Lot 4 in Block 22 of Woods 3rd Addition;

Thence Northwesterly along said westerly line and the easterly right of way line of 20th Street, a distance of 915 feet, more or less to the northerly line of Lot 1 of Frank Foundries Corporation Addition;
Thence Easterly 170 feet, more or less along the arc of a curve to the left, not tangent to the last described course, to the northerly projection of the easterly line of Lot 4 in Block 1 of Woods 1st Addition;

Thence Southeasterly along said easterly line and its northerly projection, a distance of 202 feet, more or less to the southerly line of Lot 1 in Frank Foundries Corporation Addition;

Thence Northeasterly along said southerly line, a distance of 124 feet, more or less;

Thence Southeasterly, a distance of 474 feet, more or less to the southerly right of way line of 4th Avenue;

Thence Northeasterly along said southerly right of way line, a distance of 20 feet, more or less to the easterly line of Moline Township Tax Parcel 8325-1;

Thence Southeasterly along said easterly line, a distance of 69 feet, more or less;

Thence continuing Southwesterly along said easterly line, a distance of 20 feet, more or less;

Thence continuing Southeasterly along said easterly line, a distance of 82 feet, more or less to the north line of an alley;

Thence Northeasterly along said north line, a distance of 142 feet, more or less to the easterly right of way line of 21st Street;

Thence Southeasterly along said easterly right of way line, a distance of 230 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 560 feet, more or less to the easterly line of Lot 2 in Block 9 of Woods 3rd Addition;

Thence Southeasterly along the easterly line of said Lot 2, a distance of 150 feet, more or less to the northerly line of an alley;

Thence Southeasterly, a distance of 25 feet, more or less to the intersection of the east line of westerly 20 feet of Lot 8 in Block 9 of Woods 3rd Addition and the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 50 feet, more or less to the easterly line of the westerly 50 feet of Lot 7 in Block 9 of Woods 3rd Addition;

Thence Southeasterly along said easterly line and its southerly extension, a distance of 210 feet, more or less to the southerly right of way line of 6th Avenue

Thence Southwesterly along said southerly right of way line, a distance of 200 feet, more or less;

Thence Southwesterly, a distance of 115 feet, more or less to the intersection of the southerly right of way line of 6th Avenue and the westerly right of way line of 19th Street;

Thence Northerly along said westerly right of way line, a distance of 230 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 395 feet, more or less to the intersection of the westerly right of way line of 18th Street and the southerly line of an alley;

Thence Northwesterly, a distance of 20 feet, more or less to the northerly line of an alley

Thence Northeasterly along said northerly line, a distance of 40 feet, more or less to the easterly line of the vacated portion of 18th Street;

Thence Northwesterly along said easterly line, a distance of 140 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 240 feet, more or less to the easterly line of the westerly half of Lot 3 in Block 1 of Atkinson's Addition'

Thence Southeasterly along said easterly line and its southerly projection, a distance of 160 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 520 feet, more or less to the easterly right of way line of 16th Street;

Thence Southeasterly along said easterly right of way line, a distance of 210 feet, more or less to the southerly right of way line of 6th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 463 feet, more or less to the easterly right of way line of 15th Street;

Thence Southerly along said easterly right of way line, a distance of 159 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 947 feet, more or less to the southerly projection of the westerly line of Lot 3 in Pitts, Gilbert and Pitts Addition;

Thence Northwesterly along said westerly line and its southerly and northerly projections, a distance of 200 feet, more or less to the northerly right of way line of 6th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 200 feet, more or less to the westerly right of way line of 13th Street;

Thence Northwesterly along said westerly right of way line, a distance of 320 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 240 feet, more or less to the southerly projection of the westerly line of Lot 6 in Block 28 of Old Town Addition;

Thence Northwesterly along said westerly line and its southerly projection, a distance of 210 feet, more or less to the Point of Beginning.

EXCLUDED FROM THE ABOVE DESCRIPTION ARE THE FOLLOWING 4 EXCEPTIONS:

Exception 1

Lots 6, 7 and 8 in Block 1 of Pitts, Gilbert and Pitts Addition to the City of Moline and that part of 6th Avenue lying immediately southerly and adjacent to the above described property as was vacated by Ordinance of the City of Moline.

Exception 2

The West 22.16 feet of the East 43.16 feet of Lot 2 in Block 1 in Pitts, Gilbert and Pitts First Addition to the City of Moline including that part of 5th Avenue heretofore vacated by an Ordinance of the City of Moline.

Exception 3

The North 125 Feet of Lot Number 4 in that part of the City of Moline known as William McEnary's Addition; excepting therefrom the Northerly 10 feet taken and condemned for the widening of Fifth Avenue; Also excepting therefrom the Southerly 50 feet of the Westerly 70 feet of said Lot 4; Also excepting therefrom the Southerly 25 feet of the Easterly 10 feet of said Lot 4.

Exception 4

Lot 6 and the West 36 feet of Lot 7 all in Block Number 24 in that part of the City of Moline known as Old or Original Town.

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ATTACHMENT C

Existing Conditions Photos

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On October 20th-21st, 2015 PGAV PLANNERS staff conducted a field review of the properties and improvements located inside the Moline Centre Redevelopment Project Area (the "Area"). The following pages contain photographs taken on these dates, which PGAV PLANNERS believes to be representative of the blighting factors found to exist in the Area.

Deterioration (Structures)

The following pages contain pictures of structures exhibiting deterioration.

The brick wall at 419 13th Street is in need of tuck-pointing.

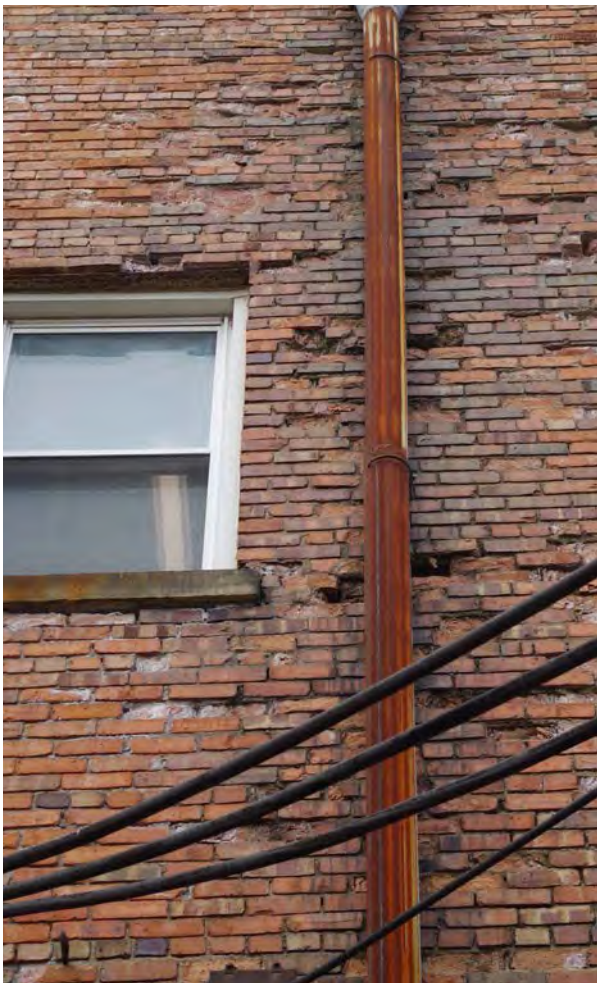
The brick wall at 1231 5th Avenue is breaking apart, creating an unsafe condition.

The rear doors and fire escape at Floorcrafters are deteriorated. (1305 5th Avenue)

The roof of this residential property is deteriorated and shingles have become dislodged and some are missing. (1308 6th Avenue)

Deterioration (Structures) (cont'd)

Left & Right: The Fraternal Order of Eagles has deteriorated cornicing and step cracking in the brick walls. (1406 6th Avenue)



Left: The brick wall on the rear of the Fraternal Order of Eagles is severely deteriorated around the rusted downspout. (1406 6th Avenue)

Right: The screen door on this vacant restaurant is breaking apart. (601-605 15th Street)

Deterioration (Structures) (cont'd)

Left: The cementitious plaster coatin g on the chimney is breaking off at 601-605 15th Street.

Right: A rusted and sagging gutter located on The Last Chance Group. (523-531 15th Street)

Left: Rotted wood soffits and fascia on The Last Chance Group building. (523-531 15th Street)

Right: . Step cracking in the rear brick wall at The Last Chance Group building. (523-531 15th Street)

Left: Deteriorated shingles on the roof of Heritage Natural Foods. (1317 6th Avenue)

Right: The metal lintel located above the front door and windows, at Heritage Natural Foods, is severely rusted. (1317 6th Avenue)

Deterioration (Structures) (cont'd)

Left & Right: The rear portion of the vacant building at 332 5th Avenue has deteriorated exterior brick walls, deteriorated windows and frames.

Left: Boarded up and deteriorated windows at 332 5th Avenue.

Right: Cracking in the exterior stone veneer at 525 16th Street.

Left: Then window sills at 525 16th Street are rotted.

Deterioration (Structures) (cont'd)

Left: The former Moline Club is in need of tuck-pointing. (1530 5th Avenue)

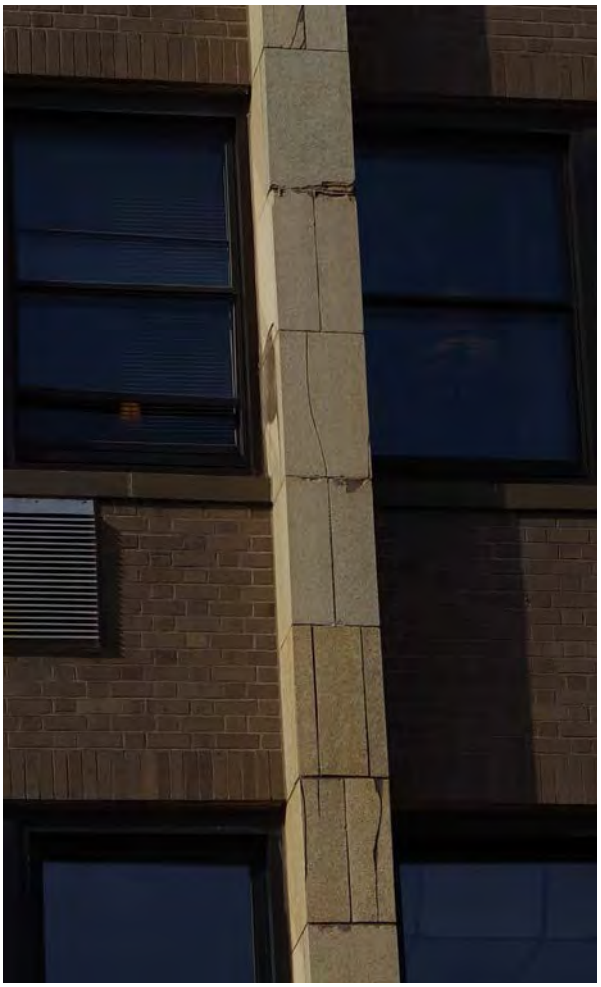
Right: The rear doors on the former Moline Club are deteriorated. (1530 5th Avenue)

Left: A large vertical crack between the rear and side wall of the former Moline Club. (1530 5th Avenue)

Right: The brick walls at Christopher D's are in need of tuck-pointing. (514 16th Street)

Right: The rear of the former fireplace store is in need of tuck-pointing. (1620 5th Avenue)

Deterioration (Structures) (cont'd)



Left: The masonry veneer on the columns at 1630 5th Avenue are cracked.

Right: The former library building is in need of tuck-pointing. (504 17th Street)

Right: The rear walls of 1630 5th Avenue is in need of tuck-pointing.

Left: A rusted door and frame at the north entrance of The Artsy Bug Studio Building. (425 17th Street)

Deterioration (Structures) (cont'd)

Left: The cap on the parapet wall for Scrapbooking Studio is cracked and spalling. (1711 5th Avenue)

Right: The rear concrete brick wall of Triple I Sportscards is exhibiting signs of water damage. (425 18th Street)

Left: Gaps in the grout joints due to a sagging lintel. (1725 5th Avenue)

Right: The exterior veneer on A1 Marketing Products is breaking off. (1801 5th Avenue)

Left: Step cracking on the rear wall of Precision Autocare. (1900 5th Avenue)

Right: Rusted metal window frames on Precision Autocare. (1900 5th Avenue)

Deterioration (Structures) (cont'd)

Above: The rear concrete block of the building behind 1921 6th Avenue is cracked and deteriorated.

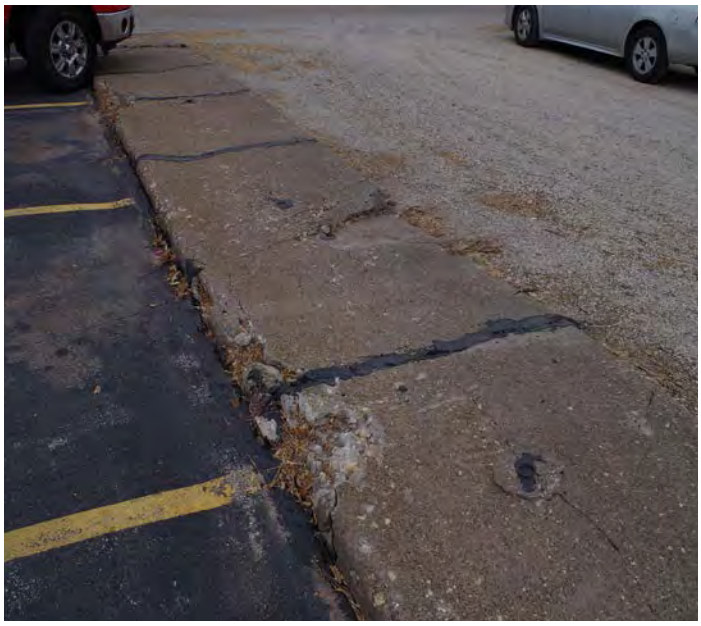
Above: Cracking in the concrete block wall and the cap of the building in the rear of 1921 6th Avenue.

Above: The brick walls at the Spiegel storage building are in need of tuck-pointing, and the metal window frames are deteriorated. (200 20th Street)

Deterioration (Site Improvements)

The following pages contain pictures of deteriorated site improvements.

Above: The parking lot at 1225 5th Avenue is deteriorated.

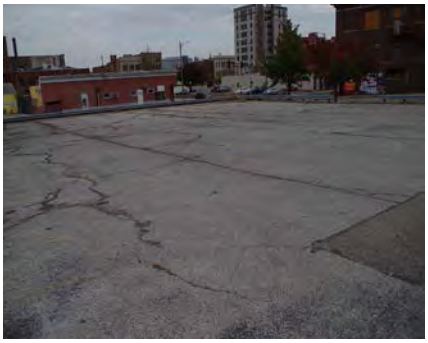


Above: The concrete parking island on 1211 5th Avenue is deteriorated.

Above: The parking lot at 1300 5th Avenue is deteriorated.

Above: The fence at 1230 6th Avenue is rusted and leaning out over the sidewalk. Note: railroad ties sticking out from under fence encroaching on sidewalk.

Deterioration (Site Improvements) (cont'd)



Above: The parking lot at 1326 6th Avenue is deteriorated.

Below: The retaining wall separating at the parking lot at 1326 6th Avenue.

Above: The parking lot for the vacant Mexican restaurant is deteriorated. (601-605 15th Street)

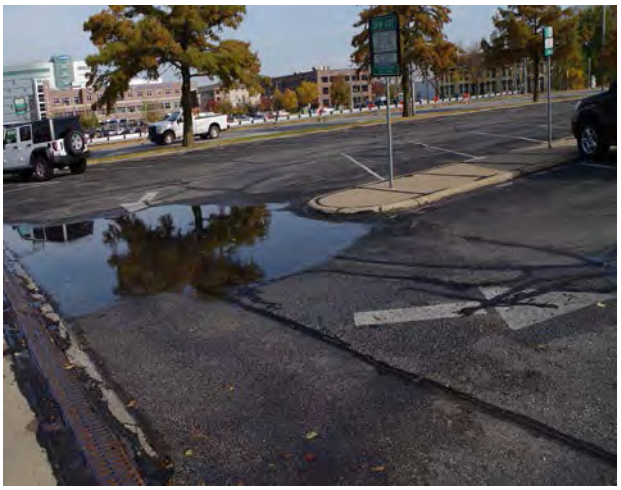
Below: The parking lot for Heritage Natural Foods is deteriorated. (1317 6th Avenue)

Above: A protruding metal post in the entrance of the Heritage Natural Foods parking lot. (1317 6th Avenue)

Below: The concrete sidewalk accessing the parking lot for 1416 5th Avenue has significant cracking.

Left: The parking lot for Eckankar is deteriorated. (523 16th Street)

Right: This parking lot is deteriorated and contains standing water due to inadequate drainage. (1604 4th Avenue)



Deterioration (Site Improvements) (cont'd)

Left: The parking lot for the former library is deteriorated. (504 17th Street)

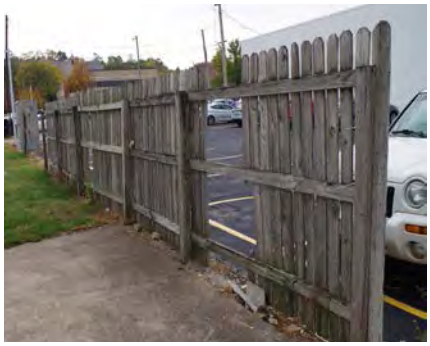
Right: The rear parking lot for Treasure Trove, and Triple I Sportscards is deteriorated. (425 18th Street)

Left: The concrete parking lot is has severe cracking. (1701 5th Avenue)

Left & Right: The concrete pavement of this parking lot is cracking and pulling apart due in part to the sagging retaining wall next to 4th Avenue. (behind 1701 5th Avenue)

Deterioration (Site Improvements) (cont'd)

Above: The parking lot for 1810 5th Avenue is deteriorated.



Above: The fence behind the Quick Stop is missing boards and is deteriorated. (1830 5th Avenue)

Above: The concrete driveway, and retaining wall adjacent to the driveway on this vacant residential property are failing. (1921 6th Avenue)

Deterioration (Right-of-Way)

The following pages contain pictures of deterioration in public right-of-way (Sidewalk, street pavement and/or curb and gutters).

Left: Cracking concrete sidewalk pavement on the west side of 16th Street, between 5th Avenue, and 6th Avenue.

Right: The pavers on the east side of 16th Street, between 4th Avenue and 5th Avenue have experienced excessive settling.

Deterioration (Right-of-Way) (cont'd)

Left: The pavers on the east side of 17th Street, between 4th Avenue and 5th Avenue have experienced settling and heaving.

Right: The pavement along 17th Street, between 5th Avenue and 6th Avenue is deteriorated.

Left: Deteriorated curbing at the intersection of 18th Street and the alley between 5th Avenue, and 6th Avenue.

Right: The sidewalk along 5th Avenue, between I-74 and 21st Street is deteriorated.

Left: The alley running between 6th Avenue and 7th Avenue, 14th Street and 15th Street is deteriorated.

Right: The apron intersecting 14th Street, between 6th Avenue and 7th Avenue is deteriorated.

Excessive Vacancies

The following pages contain pictures of several of the unoccupied structures throughout the Area.

Left: Former filling station. (1300 5th Avenue)

Right: A vacant restaurant. (601-605 15th Street)

Left: 527-531 15th Street are vacant.

Right: 525 16th Street is vacant.

Left & Right: 1330-1332 5th Avenue are 98% vacant.

Deterioration (Right-of-Way) (cont'd)

Left: 11,900 square feet of the Chase Bank Building are vacant. (501 15th Street)

Right: This former fireplace store is vacant. (1620 5th Avenue)

Right: This former pet food store is vacant. (1629 5th Avenue)

Left: The former Carnegie library is vacant. (504 17th Street)

Right: A vacant and boarded up house. (1921 6th Avenue)

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ATTACHMENT D

Parcel Identification Numbers,

Property Owner and 2014 EAV

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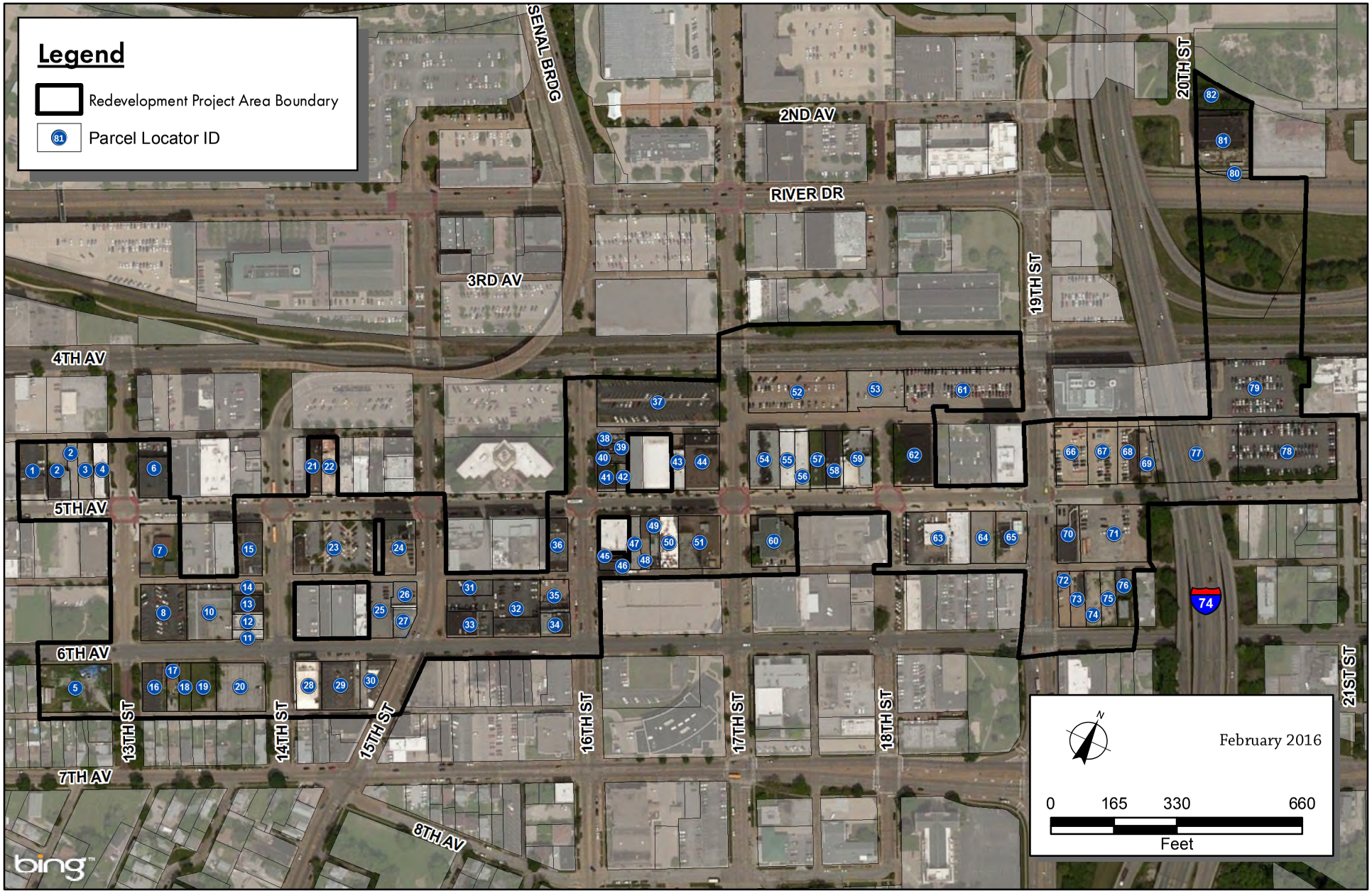
Property Identification Number (PIN) List & 2014 EAV

Moline Centre Redevelopment Project Area

Map Locator No.	Parcel ID No. (PIN)	Property Owner	2014 EAV	
1	0832321004	CITY OF MOLINE	$	-
2	0832321005	CITY OF MOLINE	$	-
3	0832321006	RYAN RICHARD J	$	7,378
4	0832321007	RYCO LLC	$	11,811
5	0832321008	RE/MAX BEST COMM/RYAN R	$	242,135
6	0832325005	KEHOE DAVID J TRUST	$	9,716
7	0832322007	GRIFFIN BRUCE ETAL	$	66,139
8	0832409001	KREBS MARY ANN	$	38,830
9	0832409005	CITY OF MOLINE	$	-
10	0832409006	HERITAGE NATURAL FOODS	$	83,721
11	0832409010	VARGAS ANGEL	$	29,184
12	0832409009	WOECKENER WILLIAM R	$	56,988
13	0832409008	ANDERSON LARRY K	$	34,309
14	0832409007	ANDERSON LARRY K	$	4,723
15	0832409004	MILLER FRED R	$	52,847
16	0832411001	CITY OF MOLINE	$	-
17	0832411002	CORVAIA JOSEPH A	$	15,270
18	0832411003	BOB LC/LANDMARK	$	2,864
19	0832411004	BOB LC/LANDMARK	$	5,441
20	0832411005	BOB LC/LANDMARK	$	28,932
21	0832406003	YUKNIS MATTHEW P	$	115,014
22	0832406004	SKK HOLDINGS INC	$	153,536
23	0832410001	BBR OFFICE INVESTORS LLC	$	102,750
24	0832410003	BBR OFFICE INVESTORS LLC	$	373,012
25	0832410008	BBR OFFICE INVESTORS LLC	$	26,893
26	0832410009	BBR OFFICE INVESTORS LLC	$	11,952
27	0832410010	SOSEMAN LYAL R	$	43,273
28	0832412001	PSR PETRO MART INC	$	49,232
29	0832412002	CITY OF MOLINE	$	-
30	0832412003	VARGAS ANGEL/YOLANDA	$	51,839
31	0832408005	FST MIDWEST BK/AP MNGR	$	9,335
32	0832408006	FST MIDWEST BK/AP MNGR	$	77,914
33	0832408007	CHILD ABUSE COUNCIL	$	-
34	0832408009	MJ STORM INVESTMENTS LLC	$	79,735
35	0832408008	PEISCH MANAGEMENT	$	18,239
36	0832408004	ARYAPUTRI NARVEEN	$	169,389
37	0832401001	CITY OF MOLINE	$	-
38	0832401002	FORE EQUITY LLC	$	3,937
39	0832401003	FORE EQUITY LLC	$	22,321
40	0832401004	FORE EQUITY LLC	$	27,814
41	0832401005	HOLMES ARTHUR C TRST	$	46,175
42	0832401006	REBITZER PROPERTIES LLC	$	23,647
43	0832401009	BRITTON GEORGE M/MARY L	$	63,606

44	0832401010	FARRELL RICHARD F	$	110,558
45	0832407002	SPILLUM, CURTIS F	$	41,828
46	0832407003	SPILLUM, CURTIS F	$	44,486
47	0832407004	CHURCHILL & CHURCHILL PC	$	60,500
48	0832407005	HOLMES ARTHUR C TRST	$	42,139
49	0832407006	PENDERGRASS, DIANNA M	$	60,256
50	0832407007	BARNETT ASSOC	$	84,268
51	0832407008	5TH AVE BUILDING	$	473,260
52 & 54	0832219001	MOLINE CONSUMERS CO	$	464,068
53	0832220001	CITY OF MOLINE	$	-
55	0832221001	GEOMETRY REALTY LLC	$	58,018
56	0832221002	FRIED RICHARD G	$	59,320
57	0832221003	MOLINE DISPATCH	$	11,811
58	0832221004	DYNA KLEEN SERVICES LTD	$	65,552
59	0832221005	DYNA KLEEN SERVICES LTD	$	56,749
60	0832404001	OGAD HOLDINGS LLC	$	27,541
61	0832228001	DEERE & CO/TAX DEPT	$	42,593
62	0832222001	MIMG LXX LECLAIRE LLC	$	70,859
63	0832402001	MOLINE DISPATCH PUBLISHIN	$	123,269
64	0832402002	CITY OF MOLINE	$	-
65	0832402003	KAUR BALBIR	$	75,714
66	0832229008	CITY OF MOLINE	$	17,320
67	0832229009	CITY OF MOLINE	$	17,861
68	0832229010	CITY OF MOLINE	$	12,449
69	0832229006	DEERE & CO/TAX DEPT	$	163,001
70	0832231001	MCLAUGHLIN MOTORS INC	$	103,614
71	0832231002	IDOT DIST 2	$	-
72	0832231003	MCLAUGHLIN MOTORS INC	$	11,573
73	0832231004	MCLAUGHLIN RAYMOND L	$	26,097
74	0832231005	IDOT DIST 2	$	-
75	0832231006	IDOT DIST 2	$	-
76	0832231007	IDOT DIST 2	$	-
77	0832229007	DEERE & CO/TAX DEPT	$	1,993
78	0832230003	DEERE & CO/TAX DEPT	$	32,153
79	0832230001	DEERE & CO/TAX DEPT	$	44,047
80	0832224002	CITY OF MOLINE	$	-
81	0832224001	SPIEGEL MOVING & STORAGE	$	107,361
82	0832206002	IDOT	$	-
		Total	**$**	**4,670,159**



Parcel Locator

Moline Centre Redevelopment Project Area
City of Moline, Illinois

PGAV PLANNERS

CITY OF MOLINE ILLINOIS

Exhibit A

MOLINE CENTRE REDEVELOPMENT PROJECT AREA
METES AND BOUNDS DESCRIPTION

Part of the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows;

Beginning at the at the northwest corner of Lot 6 in Block 28 of Old Town Addition to the City of Moline;

Thence Northeasterly along the southerly line of an alley, a distance of 400 feet, more or less to the northeast corner of Lot 5 in Block 27 of Old Town Addition;

Thence Southeasterly along the easterly line of said Lot 5, a distance of 150 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 26 feet, more or less to the northerly projection of the east line of the west 36 feet of Lot 4 in Block 3 of Pitts, Gilbert and Pitts Addition;

Thence Southeasterly along said east line and its northerly projection, a distance of 210 feet, more or less to the northerly line of a public alley;

Thence Northeasterly along said northerly line, a distance of 148 feet, more or less to the east line of the west 56 feet of Lot 2 in Block 3 of Pitts, Gilbert and Pitts Addition;

Thence Northwesterly along said east line and it's northerly projection, a distance of 210 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 200 feet, more or less to the west line of the east half of Lot 5 in Block 26 of Old Town Addition;

Thence Northwesterly along said west line, a distance of 150 feet, more or less to the southerly line of an alley;

Thence Northeasterly along said southerly line, a distance of 80 feet, more or less to the east line of the west half of Lot 6 in Block 26 of Old Town Addition;

Thence Southeasterly along said east line, a distance of 150 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 280 feet, more or less to the easterly right of way line of 15th Street;

Thence Southeasterly along said easterly right of way line, a distance of 200 feet, more or less to the northerly line of an alley;

Thence Northeasterly along said northerly line, a distance of 265 feet, more or less to the westerly line of the East 55 feet of Lot 1 in Block 3 of Old Town Addition;

Thence Northwesterly along said westerly line and its northerly projection, a distance of 200 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 55 feet, more or less to the westerly right of way line of 16th Street;

Thence Northwesterly along said westerly right of way line, a distance of 300 feet, more or less to the southerly right of way line of 4th Avenue;

Thence Northeasterly along said southerly right of way line, a distance of 400 feet, more or less to the westerly right of way line of 17th Street;

Thence Northwesterly along said westerly right of way line, a distance of 106 feet, more or less to the southeast corner of Block 19 of Old Town Addition;

Thence Northeasterly, a distance of 81 feet, more or less to the southerly line of the northerly 120 feet of Lot 5 in Block 20 of Old Town Addition;

Thence Northeasterly along the southerly line of the northerly 120 feet of Lots 5, 6, 7 and 8 in said Block 20 and their northeasterly projection, a distance of 400 feet, more or less to the easterly right of way line of 18th Street;

Thence Southeasterly along said easterly right of way line, a distance of 20 feet, more or less to the northerly right of way line of 4th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 320 feet, more or less to the westerly right of way line of 19th Street;

Thence Southeasterly along said westerly right of way line, a distance of 215 feet, more or less to the northerly line of 4th Avenue A;

Thence Southwesterly along said northerly line, a distance of 197 feet, more or less;

Thence Northerly along said northerly line, a distance of 24 feet, more or less;

Thence Southwesterly along said northerly line, a distance of 46 feet, more or less;

Thence Southeasterly, a distance of 210 feet, more or less to the northerly right of way line of 5th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 240 feet, more or less to the westerly right of way line of 19th Street;

Thence Northwesterly along said westerly right of way line, a distance of 160 feet, more or less;

Thence Northeasterly, a distance of 82 feet, more or less to the northerly line of an alley in Block 8 of Woods 3rd Addition;

Thence Northeasterly along said northerly line, a distance of 400 feet, more or less to the westerly line of Lot 4 in Block 22 of Woods 3rd Addition;

Thence Northwesterly along said westerly line and the easterly right of way line of 20th Street, a distance of 915 feet, more or less to the northerly line of Lot 1 of Frank Foundries Corporation Addition;
Thence Easterly 170 feet, more or less along the arc of a curve to the left, not tangent to the last described course, to the northerly projection of the easterly line of Lot 4 in Block 1 of Woods 1st Addition;

Thence Southeasterly along said easterly line and its northerly projection, a distance of 202 feet, more or less to the southerly line of Lot 1 in Frank Foundries Corporation Addition;

Thence Northeasterly along said southerly line, a distance of 124 feet, more or less;

Thence Southeasterly, a distance of 474 feet, more or less to the southerly right of way line of 4th Avenue;

Thence Northeasterly along said southerly right of way line, a distance of 20 feet, more or less to the easterly line of Moline Township Tax Parcel 8325-1;

Thence Southeasterly along said easterly line, a distance of 69 feet, more or less;

Thence continuing Southwesterly along said easterly line, a distance of 20 feet, more or less;

Thence continuing Southeasterly along said easterly line, a distance of 82 feet, more or less to the north line of an alley;

Thence Northeasterly along said north line, a distance of 142 feet, more or less to the easterly right of way line of 21st Street;

Thence Southeasterly along said easterly right of way line, a distance of 230 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 560 feet, more or less to the easterly line of Lot 2 in Block 9 of Woods 3rd Addition;

Thence Southeasterly along the easterly line of said Lot 2, a distance of 150 feet, more or less to the northerly line of an alley;

Thence Southeasterly, a distance of 25 feet, more or less to the intersection of the east line of westerly 20 feet of Lot 8 in Block 9 of Woods 3rd Addition and the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 50 feet, more or less to the easterly line of the westerly 50 feet of Lot 7 in Block 9 of Woods 3rd Addition;

Thence Southeasterly along said easterly line and its southerly extension, a distance of 210 feet, more or less to the southerly right of way line of 6th Avenue

Thence Southwesterly along said southerly right of way line, a distance of 200 feet, more or less;

Thence Southwesterly, a distance of 115 feet, more or less to the intersection of the southerly right of way line of 6th Avenue and the westerly right of way line of 19th Street;

Thence Northerly along said westerly right of way line, a distance of 230 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 395 feet, more or less to the intersection of the westerly right of way line of 18th Street and the southerly line of an alley;

Thence Northwesterly, a distance of 20 feet, more or less to the northerly line of an alley

Thence Northeasterly along said northerly line, a distance of 40 feet, more or less to the easterly line of the vacated portion of 18th Street;

Thence Northwesterly along said easterly line, a distance of 140 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 240 feet, more or less to the easterly line of the westerly half of Lot 3 in Block 1 of Atkinson's Addition'

Thence Southeasterly along said easterly line and its southerly projection, a distance of 160 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 520 feet, more or less to the easterly right of way line of 16th Street;

Thence Southeasterly along said easterly right of way line, a distance of 210 feet, more or less to the southerly right of way line of 6th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 463 feet, more or less to the easterly right of way line of 15th Street;

Thence Southerly along said easterly right of way line, a distance of 159 feet, more or less to the southerly line of an alley;

Thence Southwesterly along said southerly line, a distance of 947 feet, more or less to the southerly projection of the westerly line of Lot 3 in Pitts, Gilbert and Pitts Addition;

Thence Northwesterly along said westerly line and its southerly and northerly projections, a distance of 200 feet, more or less to the northerly right of way line of 6th Avenue;

Thence Northeasterly along said northerly right of way line, a distance of 200 feet, more or less to the westerly right of way line of 13th Street;

Thence Northwesterly along said westerly right of way line, a distance of 320 feet, more or less to the southerly right of way line of 5th Avenue;

Thence Southwesterly along said southerly right of way line, a distance of 240 feet, more or less to the southerly projection of the westerly line of Lot 6 in Block 28 of Old Town Addition;

Thence Northwesterly along said westerly line and its southerly projection, a distance of 210 feet, more or less to the Point of Beginning.

EXCLUDED FROM THE ABOVE DESCRIPTION ARE THE FOLLOWING 4 EXCEPTIONS:

Exception 1
Lots 6, 7 and 8 in Block 1 of Pitts, Gilbert and Pitts Addition to the City of Moline and that part of 6th Avenue lying immediately southerly and adjacent to the above described property as was vacated by Ordinance of the City of Moline.

Exception 2
The West 22.16 feet of the East 43.16 feet of Lot 2 in Block 1 in Pitts, Gilbert and Pitts First Addition to the City of Moline including that part of 5th Avenue heretofore vacated by an Ordinance of the City of Moline.

Exception 3
The North 125 Feet of Lot Number 4 in that part of the City of Moline known as William McEnary's Addition; excepting therefrom the Northerly 10 feet taken and condemned for the widening of Fifth Avenue; Also excepting therefrom the Southerly 50 feet of the Westerly 70 feet of said Lot 4; Also excepting therefrom the Southerly 25 feet of the Easterly 10 feet of said Lot 4.

Exception 4
Lot 6 and the West 36 feet of Lot 7 all in Block Number 24 in that part of the City of Moline known as Old or Original Town.

CITY OF MOLINE
CONTRACT

THIS AGREEMENT, made and concluded this _____day of _____, A.D., 2016, 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 **EIGHT HUNDRED SIXTY NINE THOUSAND THREE HUNDRED FOURTEEN AND 00/100 ($869,314.00) 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 #1245, 21ST AVENUE WEST OF 53RD STREET** 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.

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 **EIGHT HUNDRED SIXTY NINE**

THOUSAND THREE HUNDRED FOURTEEN AND 00/100 ($869,314.00) 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:

_____

By: _____

_____

CITY:

CITY OF MOLINE, ILLINOIS

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 26, 2016 11:00 a.m.

Project: 1245 - 21st Avenue, West of 53rd Street

				Miller Trucking & Excavating		Needham Excavating, Inc.		Valley Construction Company	
ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Clearing and Shaping	1	ACRE	$30,000.00	$24,300.00	$5,340.00	$4,325.40	$49,500.00	$40,095.00
2	Tree Removal (Over 15 Units)	99	UNITS	$50.00	$4,950.00	$32.00	$3,168.00	$46.00	$4,554.00
3	Trees, Heritage River Birch	3	EA	$500.00	$1,500.00	$575.00	$1,725.00	$400.00	$1,200.00
4	Embankment	803	C.Y.	$9.00	$7,227.00	$6.10	$4,898.30	$10.00	$8,030.00
5	Earth Excavation	2475	C.Y.	$14.00	$34,650.00	$10.20	$25,245.00	$10.00	$24,750.00
6	Trench Backfill (Sanitary)	2471	C.Y.	$16.00	$39,536.00	$37.75	$93,280.25	$28.00	$69,188.00
7	Trench Backfill (Water)	1597	C.Y.	$16.00	$25,552.00	$37.75	$60,286.75	$22.00	$35,134.00
8	Trench Backfill (Storm)	86	C.Y.	$16.00	$1,376.00	$37.75	$3,246.50	$22.00	$1,892.00
9	Geotechnical Fabric for Ground Stabilization	4734	S.Y.	$1.50	$7,101.00	$0.86	$4,071.24	$1.00	$4,734.00
10	Seeding Special Complete, CL 1	1	L.SUM	$11,000.00	$11,000.00	$2,550.00	$2,550.00	$13,500.00	$13,500.00
11	Seeding Special Complete, CL 3	1	L.SUM	$5,500.00	$5,500.00	$12,500.00	$12,500.00	$10,000.00	$10,000.00
12	Stone Dumped Rip Rap	36	TONS	$48.00	$1,728.00	$125.00	$4,500.00	$90.00	$3,240.00
13	Aggregate Base Course, Type B, 6"	4734	S.Y.	$8.00	$37,872.00	$6.80	$32,191.20	$7.55	$35,741.70
14	Aggregate Surface Course, Type A, 9"	837	S.Y.	$12.00	$10,044.00	$10.75	$8,997.75	$17.95	$15,024.15
15	Polymerized HMA Surface Course, Mix D, IL-9.5, N50, 1.5"	4536	S.Y.	$8.00	$36,288.00	$7.85	$35,607.60	$7.90	$35,834.40
16	Leveling Binder, MM, IL-9.5 FG, N50, 1.5"	4536	S.Y.	$8.00	$36,288.00	$7.95	$36,061.20	$7.90	$35,834.40
17	PCC Pavement (Special), 7" w/Integral Curb	180	S.Y.	$82.00	$14,760.00	$86.50	$15,570.00	$69.95	$12,591.00
18	Pavement Removal	20	S.Y.	$16.00	$320.00	$11.00	$220.00	$25.00	$500.00
19	PCC Driveway Pavement	489	S.Y.	$65.00	$31,785.00	$64.00	$31,296.00	$69.95	$34,205.55
20	Driveway Removal	12	S.Y.	$16.00	$192.00	$11.00	$132.00	$10.00	$120.00
21	Relocated Curbside Mailbox	20	EA	$150.00	$3,000.00	$130.00	$2,600.00	$150.00	$3,000.00
22	Class B Patches, Type IV	120	S.Y.	$85.00	$10,200.00	$94.00	$11,280.00	$115.00	$13,800.00
23	PCC Sidewalk, 4"	6996	S.F.	$5.50	$38,478.00	$5.30	$37,078.80	$5.50	$38,478.00
24	PCC Sidewalk, 6" Ramp	163	S.F.	$21.00	$3,423.00	$21.35	$3,480.05	$9.90	$1,613.70
25	Sidewalk Removal	180	S.F.	$1.00	$180.00	$0.45	$81.00	$2.00	$360.00
26	Detectable Warnings	60	S.F.	$42.00	$2,520.00	$42.75	$2,565.00	$40.00	$2,400.00
27	Sanitary Sewer, 8" DIP, P CL 350	1625	LF	$80.00	$130,000.00	$67.45	$109,606.25	$85.85	$139,506.25
28	Sanitary Sewer Service, 6"	401	LF	$60.00	$24,060.00	$88.00	$35,288.00	$91.95	$36,871.95
29	Sanitary Manhole to be Adjusted	1	EA	$500.00	$500.00	$190.00	$190.00	$790.00	$790.00
30	Remove Manhole, Sanitary	8	EA	$500.00	$4,000.00	$456.00	$3,648.00	$375.00	$3,000.00

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

31	Reconnect Sanitary Service Lateral, 6"	16	EA	$900.00	$14,400.00	$1,160.00	$18,560.00	$855.00	$13,680.00
32	Solid Sleeve, 8" (Sanitary)	2	EA	$500.00	$1,000.00	$910.00	$1,820.00	$225.00	$450.00
33	Manhole, Type A, 4' Dia, Frame w/Closed Lid (San.)	7	EA	$3,250.00	$22,750.00	$3,905.00	$27,335.00	$3,375.00	$23,625.00
34	Inside Drop Manhole, Type A, 4' Dia., Frame w/Closed Lid	1	EA	$6,250.00	$6,250.00	$5,725.00	$5,725.00	$5,125.00	$5,125.00
35	Fire Hydrant to be Removed	4	EA	$400.00	$1,600.00	$355.00	$1,420.00	$575.00	$2,300.00
36	Fire Hydrant Assembly	5	EA	$3,750.00	$18,750.00	$4,278.00	$21,390.00	$4,650.00	$23,250.00
37	Water Main, DIP, P CL 350, 8"	2255	LF	$70.00	$157,850.00	$58.50	$131,917.50	$63.95	$144,207.25
38	Remove Existing Valve Vault	2	EA	$550.00	$1,100.00	$760.00	$1,520.00	$500.00	$1,000.00
39	Water Service Pipe, 1"	665	LF	$29.00	$19,285.00	$35.20	$23,408.00	$25.95	$17,256.75
40	Water Service Connection Complete, 1"	18	EA	$425.00	$7,650.00	$680.00	$12,240.00	$450.00	$8,100.00
41	Curb Stop and Box, 1"	18	EA	$425.00	$7,650.00	$272.00	$4,896.00	$400.00	$7,200.00
42	Valve and Box, 8"	6	EA	$1,325.00	$7,950.00	$1,950.00	$11,700.00	$1,285.00	$7,710.00
43	Tee, 8" x 8"	3	EA	$500.00	$1,500.00	$715.00	$2,145.00	$600.00	$1,800.00
44	Tee, 8" x 6"	5	EA	$475.00	$2,375.00	$788.00	$3,940.00	$500.00	$2,500.00
45	11.25° Bend, 8"	4	EA	$325.00	$1,300.00	$380.00	$1,520.00	$375.00	$1,500.00
46	22.5° Bend, 8"	1	EA	$325.00	$325.00	$530.00	$530.00	$375.00	$375.00
48	45° Bend, 8"	11	EA	$325.00	$3,575.00	$395.00	$4,345.00	$375.00	$4,125.00
49	Solid Sleeve, 8" (Water)	2	EA	$350.00	$700.00	$660.00	$1,320.00	$315.00	$630.00
50	Storm Sewer, 10"	30	LF	$44.00	$1,320.00	$70.45	$2,113.50	$40.00	$1,200.00
51	Storm Sewer, 12"	175	LF	$46.00	$8,050.00	$51.00	$8,925.00	$42.50	$7,437.50
52	Storm Sewer, 24"	118	LF	$70.00	$8,260.00	$90.35	$10,661.30	$49.95	$5,894.10
53	Drain Basin, 24"	3	EA	$1,250.00	$3,750.00	$2,030.00	$6,090.00	$1,750.00	$5,250.00
54	Inline Drain, 24"	1	EA	$1,045.00	$1,045.00	$1,690.00	$1,690.00	$1,390.00	$1,390.00
55	Manhole, Type A, 4' Dia, Frame w/Open Lid (Storm)	1	EA	$4,000.00	$4,000.00	$5,640.00	$5,640.00	$3,675.00	$3,675.00
56	PRC Flared End Section, 12"	1	EA	$600.00	$600.00	$840.00	$840.00	$850.00	$850.00
57	PRC Flared End Section, 24"	2	EA	$850.00	$1,700.00	$775.00	$1,550.00	$1,250.00	$2,500.00
58	Grating for Concrete Flared End Section, 24"	1	EA	$600.00	$600.00	$680.00	$680.00	$1,850.00	$1,850.00
59	Paint Pavement Marking - Line, 4" White	649	LF	$1.00	$649.00	$4.55	$2,952.95	$1.50	$973.50
60	Traffic Control	1	L.SUM	$15,000.00	$15,000.00	$10,000.00	$10,000.00	-	-
	TOTAL				**$869,314.00**		**$912,563.54**		**$921,842.20**

				KCM Construction Corp.		Langman Construction, Inc.		Brandt Construction Co.	
ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Clearing and Shaping	1	ACRE	$31,600.00	$25,596.00	$10,000.00	$8,100.00	$15,500.00	$12,555.00
2	Tree Removal (Over 15 Units)	99	UNITS	$103.00	$10,197.00	$35.00	$3,465.00	$31.50	$3,118.50
3	Trees, Heritage River Birch	3	EA	$400.00	$1,200.00	$250.00	$750.00	$450.00	$1,350.00
4	Embankment	803	C.Y.	$4.20	$3,372.60	$15.00	$12,045.00	$14.00	$11,242.00
5	Earth Excavation	2475	C.Y.	$16.25	$40,218.75	$19.00	$47,025.00	$21.00	$51,975.00
6	Trench Backfill (Sanitary)	2471	C.Y.	$8.00	$19,768.00	$37.00	$91,427.00	$25.00	$61,775.00
7	Trench Backfill (Water)	1597	C.Y.	$8.00	$12,776.00	$37.00	$59,089.00	$25.00	$39,925.00
8	Trench Backfill (Storm)	86	C.Y.	$8.00	$688.00	$37.00	$3,182.00	$25.00	$2,150.00
9	Geotechnical Fabric for Ground Stabilization	4734	S.Y.	$1.75	$8,284.50	$1.00	$4,734.00	$1.50	$7,101.00
10	Seeding Special Complete, CL 1	1	L.SUM	$29,500.00	$29,500.00	$2,500.00	$2,500.00	$15,200.00	$15,200.00
11	Seeding Special Complete, CL 3	1	L.SUM	$18,000.00	$18,000.00	$2,500.00	$2,500.00	$12,000.00	$12,000.00
12	Stone Dumped Rip Rap	36	TONS	$144.00	$5,184.00	$50.00	$1,800.00	$96.00	$3,456.00
13	Aggregate Base Course, Type B, 6"	4734	S.Y.	$8.62	$40,807.08	$7.00	$33,138.00	$10.75	$50,890.50
14	Aggregate Surface Course, Type A, 9"	837	S.Y.	$13.10	$10,964.70	$11.00	$9,207.00	$17.50	$14,647.50
15	Polymerized HMA Surface Course, Mix D, IL-9.5, N50, 1.5"	4536	S.Y.	$7.37	$33,430.32	$9.00	$40,824.00	$9.50	$43,092.00
16	Leveling Binder, MM, IL-9.5 FG, N50, 1.5"	4536	S.Y.	$7.46	$33,838.56	$8.00	$36,288.00	$8.70	$39,463.20
17	PCC Pavement (Special), 7" w/Integral Curb	180	S.Y.	$90.05	$16,209.00	$75.00	$13,500.00	$68.00	$12,240.00
18	Pavement Removal	20	S.Y.	$45.00	$900.00	$25.00	$500.00	$27.50	$550.00
19	PCC Driveway Pavement	489	S.Y.	$75.30	$36,821.70	$59.00	$28,851.00	$64.00	$31,296.00
20	Driveway Removal	12	S.Y.	$45.00	$540.00	$25.00	$300.00	$20.00	$240.00
21	Relocated Curbside Mailbox	20	EA	$310.00	$6,200.00	$50.00	$1,000.00	$150.00	$3,000.00
22	Class B Patches, Type IV	120	S.Y.	$110.66	$13,279.20	$100.00	$12,000.00	$125.00	$15,000.00
23	PCC Sidewalk, 4"	6996	S.F.	$6.50	$45,474.00	$4.50	$31,482.00	$5.50	$38,478.00
24	PCC Sidewalk, 6" Ramp	163	S.F.	$25.00	$4,075.00	$20.00	$3,260.00	$18.00	$2,934.00
25	Sidewalk Removal	180	S.F.	$1.00	$180.00	$2.00	$360.00	$3.00	$540.00
26	Detectable Warnings	60	S.F.	$40.00	$2,400.00	$20.00	$1,200.00	$48.00	$2,880.00
27	Sanitary Sewer, 8" DIP, P CL 350	1625	LF	$102.00	$165,750.00	$96.00	$156,000.00	$86.00	$139,750.00
28	Sanitary Sewer Service, 6"	401	LF	$66.00	$26,466.00	$30.00	$12,030.00	$79.50	$31,879.50

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

29	Sanitary Manhole to be Adjusted	1	EA	$500.00	$500.00	$500.00	$500.00	$550.00	$550.00
30	Remove Manhole, Sanitary	8	EA	$800.00	$6,400.00	$500.00	$4,000.00	$900.00	$7,200.00
31	Reconnect Sanitary Service Lateral, 6"	16	EA	$828.50	$13,256.00	$1,000.00	$16,000.00	$1,225.00	$19,600.00
32	Solid Sleeve, 8" (Sanitary)	2	EA	$779.00	$1,558.00	$200.00	$400.00	$800.00	$1,600.00
33	Manhole, Type A, 4' Dia, Frame w/Closed Lid (San.)	7	EA	$4,000.00	$28,000.00	$4,000.00	$28,000.00	$4,800.00	$33,600.00
34	Inside Drop Manhole, Type A, 4' Dia., Frame w/Closed Lid	1	EA	$6,000.00	$6,000.00	$8,200.00	$8,200.00	$9,475.00	$9,475.00
35	Fire Hydrant to be Removed	4	EA	$500.00	$2,000.00	$500.00	$2,000.00	$775.00	$3,100.00
36	Fire Hydrant Assembly	5	EA	$4,700.00	$23,500.00	$4,000.00	$20,000.00	$5,160.00	$25,800.00
37	Water Main, DIP, P CL 350, 8"	2255	LF	$54.00	$121,770.00	$96.00	$216,480.00	$75.00	$169,125.00
38	Remove Existing Valve Vault	2	EA	$1,000.00	$2,000.00	$500.00	$1,000.00	$565.00	$1,130.00
39	Water Service Pipe, 1"	665	LF	$25.00	$16,625.00	$15.00	$9,975.00	$41.00	$27,265.00
40	Water Service Connection Complete, 1"	18	EA	$290.00	$5,220.00	$500.00	$9,000.00	$300.00	$5,400.00
41	Curb Stop and Box, 1"	18	EA	$240.00	$4,320.00	$150.00	$2,700.00	$600.00	$10,800.00
42	Valve and Box, 8"	6	EA	$1,640.00	$9,840.00	$1,200.00	$7,200.00	$1,800.00	$10,800.00
43	Tee, 8" x 8"	3	EA	$968.20	$2,904.60	$400.00	$1,200.00	$735.00	$2,205.00
44	Tee, 8" x 6"	5	EA	$475.00	$2,375.00	$350.00	$1,750.00	$675.00	$3,375.00
45	11.25° Bend, 8"	4	EA	$340.00	$1,360.00	$225.00	$900.00	$400.00	$1,600.00
46	22.5° Bend, 8"	1	EA	$360.00	$360.00	$250.00	$250.00	$420.00	$420.00
48	45° Bend, 8"	11	EA	$395.00	$4,345.00	$250.00	$2,750.00	$420.00	$4,620.00
49	Solid Sleeve, 8" (Water)	2	EA	$793.67	$1,587.34	$250.00	$500.00	$525.00	$1,050.00
50	Storm Sewer, 10"	30	LF	$45.00	$1,350.00	$64.00	$1,920.00	$48.00	$1,440.00
51	Storm Sewer, 12"	175	LF	$60.00	$10,500.00	$65.00	$11,375.00	$48.00	$8,400.00
52	Storm Sewer, 24"	118	LF	$70.00	$8,260.00	$89.00	$10,502.00	$95.00	$11,210.00
53	Drain Basin, 24"	3	EA	$2,270.00	$6,810.00	$2,000.00	$6,000.00	$2,000.00	$6,000.00
54	Inline Drain, 24"	1	EA	$1,382.00	$1,382.00	$2,000.00	$2,000.00	$1,650.00	$1,650.00
55	Manhole, Type A, 4' Dia, Frame w/Open Lid (Storm)	1	EA	$4,500.00	$4,500.00	$2,600.00	$2,600.00	$5,500.00	$5,500.00
56	PRC Flared End Section, 12"	1	EA	$575.00	$575.00	$500.00	$500.00	$1,000.00	$1,000.00
57	PRC Flared End Section, 24"	2	EA	$750.00	$1,500.00	$700.00	$1,400.00	$1,200.00	$2,400.00
58	Grating for Concrete Flared End Section, 24"	1	EA	$560.00	$560.00	$600.00	$600.00	$800.00	$800.00
59	Paint Pavement Marking - Line, 4" White	649	LF	$1.50	$973.50	$1.00	$649.00	$2.50	$1,622.50
60	Traffic Control	1	L.SUM	$30,406.55	$30,406.55	$3,000.00	$3,000.00	$65,000.00	$65,000.00
	TOTAL				**$932,858.40**		**$989,908.00**		**$1,092,465.70**

Walter D. Laud, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Clearing and Shaping	1	ACRE	$98,000.00	$79,380.00
2	Tree Removal (Over 15 Units)	99	UNITS	$70.00	$6,930.00
3	Trees, Heritage River Birch	3	EA	$500.00	$1,500.00
4	Embankment	803	C.Y.	$25.00	$20,075.00
5	Earth Excavation	2475	C.Y.	$35.00	$86,625.00
6	Trench Backfill (Sanitary)	2471	C.Y.	$31.00	$76,601.00
7	Trench Backfill (Water)	1597	C.Y.	$20.00	$31,940.00
8	Trench Backfill (Storm)	86	C.Y.	$30.00	$2,580.00
9	Geotechnical Fabric for Ground Stabilization	4734	S.Y.	$2.00	$9,468.00
10	Seeding Special Complete, CL 1	1	L.SUM	$15,000.00	$15,000.00
11	Seeding Special Complete, CL 3	1	L.SUM	$15,000.00	$15,000.00
12	Stone Dumped Rip Rap	36	TONS	$160.00	$5,760.00
13	Aggregate Base Course, Type B, 6"	4734	S.Y.	$9.00	$42,606.00
14	Aggregate Surface Course, Type A, 9"	837	S.Y.	$15.00	$12,555.00
15	Polymerized HMA Surface Course, Mix D, IL-9.5, N50, 1.5"	4536	S.Y.	$15.00	$68,040.00
16	Leveling Binder, MM, IL-9.5 FG, N50, 1.5"	4536	S.Y.	$15.00	$68,040.00
17	PCC Pavement (Special), 7" w/Integral Curb	180	S.Y.	$80.00	$14,400.00
18	Pavement Removal	20	S.Y.	$30.00	$600.00
19	PCC Driveway Pavement	489	S.Y.	$67.00	$32,763.00
20	Driveway Removal	12	S.Y.	$30.00	$360.00
21	Relocated Curbside Mailbox	20	EA	$200.00	$4,000.00
22	Class B Patches, Type IV	120	S.Y.	$100.00	$12,000.00
23	PCC Sidewalk, 4"	6996	S.F.	$5.50	$38,478.00
24	PCC Sidewalk, 6" Ramp	163	S.F.	$25.00	$4,075.00
25	Sidewalk Removal	180	S.F.	$2.00	$360.00
26	Detectable Warnings	60	S.F.	$40.00	$2,400.00
27	Sanitary Sewer, 8" DIP, P CL 350	1625	LF	$130.00	$211,250.00
28	Sanitary Sewer Service, 6"	401	LF	$60.00	$24,060.00

29	Sanitary Manhole to be Adjusted	1	EA	$500.00	$500.00
30	Remove Manhole, Sanitary	8	EA	$700.00	$5,600.00
31	Reconnect Sanitary Service Lateral, 6"	16	EA	$1,700.00	$27,200.00
32	Solid Sleeve, 8" (Sanitary)	2	EA	$375.00	$750.00
33	Manhole, Type A, 4' Dia, Frame w/Closed Lid (San.)	7	EA	$3,750.00	$26,250.00
34	Inside Drop Manhole, Type A, 4' Dia., Frame w/Closed Lid	1	EA	$5,500.00	$5,500.00
35	Fire Hydrant to be Removed	4	EA	$700.00	$2,800.00
36	Fire Hydrant Assembly	5	EA	$5,600.00	$28,000.00
37	Water Main, DIP, P CL 350, 8"	2255	LF	$81.00	$182,655.00
38	Remove Existing Valve Vault	2	EA	$700.00	$1,400.00
39	Water Service Pipe, 1"	665	LF	$21.00	$13,965.00
40	Water Service Connection Complete, 1"	18	EA	$1,250.00	$22,500.00
41	Curb Stop and Box, 1"	18	EA	$250.00	$4,500.00
42	Valve and Box, 8"	6	EA	$2,000.00	$12,000.00
43	Tee, 8" x 8"	3	EA	$650.00	$1,950.00
44	Tee, 8" x 6"	5	EA	$625.00	$3,125.00
45	11.25° Bend, 8"	4	EA	$450.00	$1,800.00
46	22.5° Bend, 8"	1	EA	$450.00	$450.00
48	45° Bend, 8"	11	EA	$450.00	$4,950.00
49	Solid Sleeve, 8" (Water)	2	EA	$425.00	$850.00
50	Storm Sewer, 10"	30	LF	$50.00	$1,500.00
51	Storm Sewer, 12"	175	LF	$62.00	$10,850.00
52	Storm Sewer, 24"	118	LF	$130.00	$15,340.00
53	Drain Basin, 24"	3	EA	$2,000.00	$6,000.00
54	Inline Drain, 24"	1	EA	$2,150.00	$2,150.00
55	Manhole, Type A, 4' Dia, Frame w/Open Lid (Storm)	1	EA	$4,500.00	$4,500.00
56	PRC Flared End Section, 12"	1	EA	$1,500.00	$1,500.00
57	PRC Flared End Section, 24"	2	EA	$2,000.00	$4,000.00
58	Grating for Concrete Flared End Section, 24"	1	EA	$1,000.00	$1,000.00
59	Paint Pavement Marking - Line, 4" White	649	LF	$1.75	$1,135.75
60	Traffic Control	1	L.SUM	$17,000.00	$17,000.00
	TOTAL				**$1,298,566.75**