



MOLINE CITY COUNCIL AGENDA

Tuesday, May 24, 2016

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Wendt

Roll Call

Consent Agenda

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

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

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of May 10, 2016, appointments made during Committee of the Whole on May 24, 2016, and April Financial Report.

Second Reading Ordinances

1. Council Bill/General Ordinance 3015-2016

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.

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.

Fiscal Impact: N/A

Public Notice/Recording: Public Notice/Recording Required

2. Council Bill/General Ordinance 3016-2016

An Ordinance approving the Tax Increment Redevelopment Plan and Project for the Moline Centre Redevelopment Project Area.

Explanation: The creation of the Moline Centre Redevelopment Project Area TIF #13 is being considered in order to assist the development of parts of TIF #1 that remain undeveloped, or 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.

Fiscal Impact: N/A

Public Notice/Recording: Recording Required

3. Council Bill/General Ordinance 3017-2016

An Ordinance designating the Moline Centre Redevelopment Project Area.

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.

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

4. Council Bill/General Ordinance 3018-2016

An Ordinance adopting Tax Increment Financing for the Moline Centre Redevelopment Project Area.

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.

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

5. Council Bill/Special Ordinance 4024-2016

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Children’s Therapy Center “Firststep Riverfront” 5K Race scheduled for Saturday, May 28, 2016.

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

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

6. Council Bill/Special Ordinance 4025-2016

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Walk and Run for Wishes Walk scheduled for Saturday, June 4, 2016.

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

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

7. Council Bill/Special Ordinance 4026-2016

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Trinity Lutheran Church FROG Hop 5K Race scheduled for Saturday, June 4, 2016.

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

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

8. Council Bill/Special Ordinance 4027-2016

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 New Cingular Wireless PCS, LLC, (“New Cingular”), where said Agreement leases a portion of the space on the City’s water tower, located at 1531 17th Avenue, so that New Cingular may swap antennas, associated cables and other communications instruments.

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

Fiscal Impact: Increased Revenue to Water Fund

Public Notice/Recording: N/A

Resolutions

9. Council Bill/Resolution 1067-2016

A Resolution authorizing approval of a Proposal from Alfred Benesch & Company to Identify City of Moline Infrastructure Conflicts with the Proposed I-74 Improvements.

Explanation: Construction work on the new I-74 Bridge and related roadway improvements is scheduled to begin in 2017. The Illinois Department of Transportation (IDOT) will enter into contracts to reconstruct I-74 and various local streets in Moline from the Mississippi River to approximately 0.9 miles south of Avenue of the Cities. IDOT plans to begin work in the fall of 2017. The City of Moline has existing infrastructure such as water mains, sanitary sewers, storm sewers, street lights, and traffic signals that conflict with this work. IDOT recently provided plans for the proposed work to the City of Moline and advised that all conflicts need to be eliminated prior to the start of the improvements. City staff does not have the ability to identify the conflicts in the required timeframe and needs to contract for the work. Alfred Benesch & Company worked with the City of Moline and other local, state, and federal agencies to develop the plans and specifications for all of the I-74 bridge replacement work and, as such, is the most qualified entity to identify the conflicts. Alfred Benesch & Company proposes to identify all City of Moline infrastructure conflicts with the I-74 improvements for the hourly, not-to-exceed price of \$19,150.00.

Fiscal Impact: \$100,000 is budgeted in 510-9957-438.03-22, Temporary Technical Assistance.

Public Notice/Recording: N/A

10. Council Bill/Resolution 1068-2016

A Resolution amending Budget Resolution #1148-2015 by authorizing changes to various line items in the budget for FY 2016.

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

Fiscal Impact: N/A

Public Notice/Recording: N/A

11. Council Bill/Resolution 1069-2016

A Resolution authorizing the Chief of Police to accept a proposal from RACOM Corporation, Marshalltown, Iowa, for the purchase of four Project 25 (P25) capable control station radios and associated equipment in the amount of \$27,364.

Explanation: The current analog control station radios are over 15 years old and in need of replacement. Additionally, the Federal Communications Commission has mandated that all EDACS technology be migrated to digital P25 technology by January 1, 2017. The department's mobile radios were replaced with P25 compliant models in 2015. RACOM Corporation, the sole service and equipment provider for the radio system utilized by the City of Moline, has provided a quote to replace the four control station radios and related equipment in the amount of \$27,364. The proposed radios will support digital P25 based technology, and this final purchase will make us fully P25 compliant. A Radio Equipment Fund was established during the 2013 budget process, and annual budget transfers since then have resulted in sufficient funds to make the purchase.

Fiscal Impact: Funds are budgeted in the Radio Equipment Fund.

Public Notice/Recording: N/A

12. Council Bill/Resolution 1070-2016

A Resolution authorizing the Mayor and City Clerk to execute a contract with Economy Roofing & Insulating Co., Inc. for Project #04-16, Roof Removal and Replacement at Fire Station 3 & 4, in the amount of \$39,660.00.

Explanation: Bids were publicly open and read on April 26, 2016, for Project #04-16, Roof Removal and Replacement at Fire Station 3 & 4 with the following results:

\$39,660.00	Economy Roofing & Insulating Co., Inc.
\$46,200.00	Sterling Commercial Roofing, Inc.
\$48,000.00	Olde Town Roofing
Incomplete Bid	Quality Construction Services, Inc.

Economy Roofing & Insulating Co., Inc. submitting the lowest responsible and responsive bid. Additional documentation attached.

Fiscal Impact: \$50,000.00 is budgeted in 010-0841-432.08-05, Building Improvements.

Public Notice/Recording: N/A

13. Council Bill/Resolution 1071-2016

A Resolution authorizing the Mayor and City Clerk to execute a Road Salt Purchase Agreement for 2016-2017 Season with the City of Davenport.

Explanation: The City agrees to purchase 2,000 tons of salt with the Quad City joint salt bid and placing a reserve supplemental order of 4,500 tons, with the City of Davenport as the agent for said purchase. By participating in this contract a lower cost per ton has been experienced. The City agrees to pay 50 percent of its order between July 1, 2016, and July 10, 2016. After delivery, an invoice will be submitted for the balance. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Sufficient funds are budgeted, Account No. 010-0844-431.06-30.

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City & A Great Place to Live

14. Council Bill/Resolution 1072-2016

A Resolution authorizing approval of the Final Loan Closing Amendment for Illinois Environmental Protection Agency (IEPA) Drinking Water Project: L171271, which relates to the 2001 IEPA low interest loan for major improvements to the City’s drinking water treatment plant.

Explanation: The Illinois Environmental Protection Agency (IEPA) recently concluded all conditions relative to the project work associated with this existing loan have been satisfied. A Final Loan Closing Amendment is necessary to fulfill loan documentation requirements. Additional documentation attached.

Fiscal Impact: Loan repayment is budgeted annually in 310-1715-434.09-24

Public Notice/Recording: N/A

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

Omnibus Vote

Non - Consent Agenda

First Reading Ordinances

15. Council Bill/Special Ordinance 4028-2016

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with the Race for the Cure, scheduled for Saturday, June 11, 2016.

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

Public Notice/Recording: N/A

Fiscal Impact: N/A

16. Council Bill/Special Ordinance 4029-2016

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with Moline Centre Main Street’s Thursday Night Concert with Car Show scheduled for Thursday, June 2, 2016.

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

Consideration Requested.

Public Notice/Recording: N/A

Fiscal Impact: N/A

Miscellaneous Business (if necessary)

Public Comment

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

Executive Session (if necessary)

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

CB 4029-2016		
Council Member	Aye	Nay
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Parker		
Mayor Raes		

Council Bill/General Ordinance No. 3015-2016

Sponsor: _____

AN ORDINANCE

APPROVING the 2016 Amendment to the City of Moline Tax Increment Financing
Redevelopment Project Area No. 1; and

ADOPTING the 2016 Amendment to the City of Moline Tax Increment Financing
Redevelopment Project Area No. 1.

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 5/11-74.4-1 et. seq., hereinafter referred to as the “Act”, the City of Moline (“City”) adopted Ordinance 86-12-2 on December 9, 1986 and Ordinances 86-12-3 and 86-12-4 on December 16, 1986, which approved a Redevelopment Plan and Project (“Plan”), designated a redevelopment project area and established tax increment financing for a specific area legally described therein and commonly referred to as the Tax Increment Financing (“TIF”) No. 1 (“Area”); and

WHEREAS, pursuant to the Act, the City has amended the Plan from time to time, including extending the estimated date of completion of redevelopment projects and retirement of obligations, updating estimated redevelopment project costs, removing certain properties from the Area and making other such changes as deemed necessary; and

WHEREAS, it is now desirable and for the best interest of the citizens of the City to amend the Area boundaries by removing additional property and street rights-of-way therefrom in order to establish a new TIF redevelopment project area to be identified as the Moline Centre Redevelopment Project Area; and

WHEREAS, subsection 11-74.4-5(c) of the Act provides that a redevelopment plan and redevelopment project area may be amended, provided that changes which do not:

- (1) add additional parcels of property to the proposed redevelopment project area;
- (2) substantially affect the general land uses proposed in the redevelopment plan;
- (3) substantially change the nature of the redevelopment project;
- (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted;
- (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan; or,

(6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10, may be made without further public hearing, and related notices and procedures including the convening of a joint review board as set forth in Section 11-74.4-6 of the Act, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, provided for under Section 11-74.4-4.2, and by publication in a newspaper of general circulation within the affected taxing districts. Such notice by mail and by publication shall each occur not later than 10 days following the adoption by ordinance of such changes; and

WHEREAS, the change to the Project Area boundary involves the removal of property and, therefore, may be made without further hearing and related notices and procedures:

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

Section 1 - The area described in the attached Exhibit A is hereby removed from the TIF Area No. 1.

Section 2 - The City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk and County Recorder of Rock Island County forthwith after the adoption and approval of this Ordinance.

Section 3 - The City Clerk is hereby directed, within 10 days from the date of passage and approval, give notice of the passage of this Ordinance by mail to each affected taxing district and registrant on the interested parties registry and publish said notice in the Dispatch/Argus, a newspaper of general circulation within the affecting taxing districts.

Section 4 – That all ordinances and parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5 - This Ordinance shall be in full force and effect from and after its passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

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

Council Bill/General Ordinance No. 3016-2016

Sponsor: _____

AN ORDINANCE

APPROVING the Tax Increment Redevelopment Plan and Project for the Moline Centre Redevelopment Project Area.

WHEREAS, the City of Moline, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the “Act” for the proposed Redevelopment Plan and Redevelopment Project (Plan) within the municipal boundaries of the City of Moline and within the Moline Centre Redevelopment Project Area (Area) as described in Exhibit A attached to this Ordinance, which constitutes in the aggregate more than 1-1/2 acres; and

WHEREAS, the Plan was made available for public inspection at the City Clerk’s office on February 5, 2016; and

WHEREAS, the City Council did on February 23, 2016 pass Resolution 1017-2016 setting April 26, 2016 as the date for the public hearing on the Plan, with the time and place of such hearing identified in said Resolution; and

WHEREAS, due notice in respect to the availability of the Plan, which contains an eligibility report, was given by mail on February 25, 2016 pursuant to Section 11-74.4-5 of the Act, said notice being given to all interested parties that have registered with the City concerning the proposed Moline Centre Redevelopment Project Area; and

WHEREAS, due notice in respect to the availability of the Plan, which contains an eligibility report, was given by mail on February 25, 2016 pursuant to Section 11-74.4-5 of the Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the Moline Centre Redevelopment Project Area; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the City Council caused a public hearing to be held relative to the Redevelopment Plan and Redevelopment Project and the proposed designation of the Moline Centre Redevelopment Project Area on April 26, 2016 at the Moline City Hall; and

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the Act, said notice being given to taxing districts and to the State of Illinois by certified mail on February 24, 2016, by publication on April 5, 2016 and April 12, 2016, and by certified mail to property owners within the Area on April 12, 2016; and

WHEREAS, the Redevelopment Plan and Project set forth the factors constituting the need for abatement of conditions in the proposed redevelopment project area that have led to blight or may lead to blight, and the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report, contained in the Plan, and is generally informed of the conditions in the Moline Centre Redevelopment Project Area as the term “conservation area” is defined in the Act; and

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the Moline Centre Redevelopment Project Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Tax Increment Redevelopment Plan and Project for said Area; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the Moline Centre Redevelopment Project Area to determine whether contiguous parcels of real property in said Project Area would be substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the City Council has reviewed its proposed Tax Increment Redevelopment Plan and Project and Comprehensive Plan for the development of the municipality as a whole to determine whether the proposed Redevelopment Plan and Project conforms to the Comprehensive Plan of the City.

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

Section 1. That the City Council of the City of Moline hereby makes the following findings:

- a) The area constituting the Moline Centre Redevelopment Project Area in the City of Moline, Illinois is described in Exhibit A, attached hereto and made part of this Ordinance.
- b) There exist conditions that cause the area to be designated as a Redevelopment Project Area to be classified as a “conservation area” as defined in Section 11-74.4-3 of the Act.
- c) The Moline Centre Redevelopment Project Area on the whole, has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.
- d) The Redevelopment Plan and Redevelopment Project for the Moline Centre Redevelopment Project Area conforms to the Comprehensive Plan for the development of the municipality as a whole.
- e) The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property, which will be substantially benefited by

the proposed redevelopment project, are included in the Moline Centre Redevelopment Project Area.

- f) The estimated date of the completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31 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 twenty-third calendar year after the year in which the ordinance approving the redevelopment project area is adopted.

Section 2. That the Tax Increment Redevelopment Plan and Project for the Moline Centre Redevelopment Project Area, which has the subject matter of the hearing held on April 26, 2016, is hereby adopted and approved. A copy of the aforementioned Redevelopment Plan and Project marked as Exhibit B is attached to and made a part of this Ordinance.

Section 3. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

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

MAYOR

Scott Raes

CITY COUNCIL

Stephanie Acri
Sean Liddell
David Parker, Jr.
Quentin Rodriguez
Kevin Schoonmaker
Lori Turner
Mike Wendt
John Zelnio

CITY CLERK

Tracy A. Koranda

FINANCE DIRECTOR

Kathleen Carr

PLANNING & DEVELOPMENT DIRECTOR

Ray Forsythe

CITY ATTORNEY

Maureen E. Riggs

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APPENDIX

- Attachment A – Resolution No. 1122-2016
- Attachment B – Boundary Description
- Attachment C – Existing Conditions Photos
- Attachment D – Parcel Identification Numbers, Property Owner and 2014 EAV

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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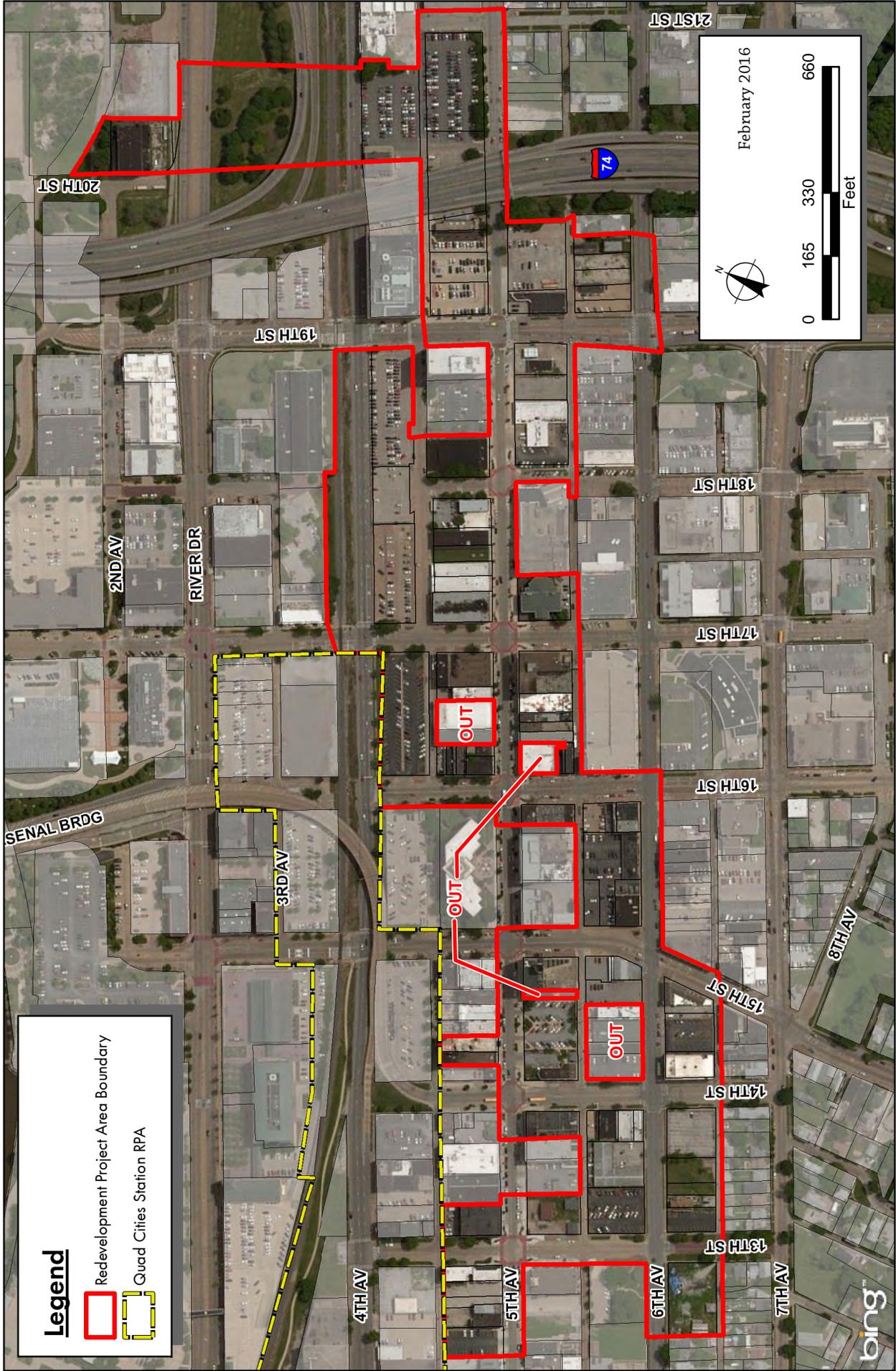


Exhibit A - Redevelopment Project Area Boundary Map

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.

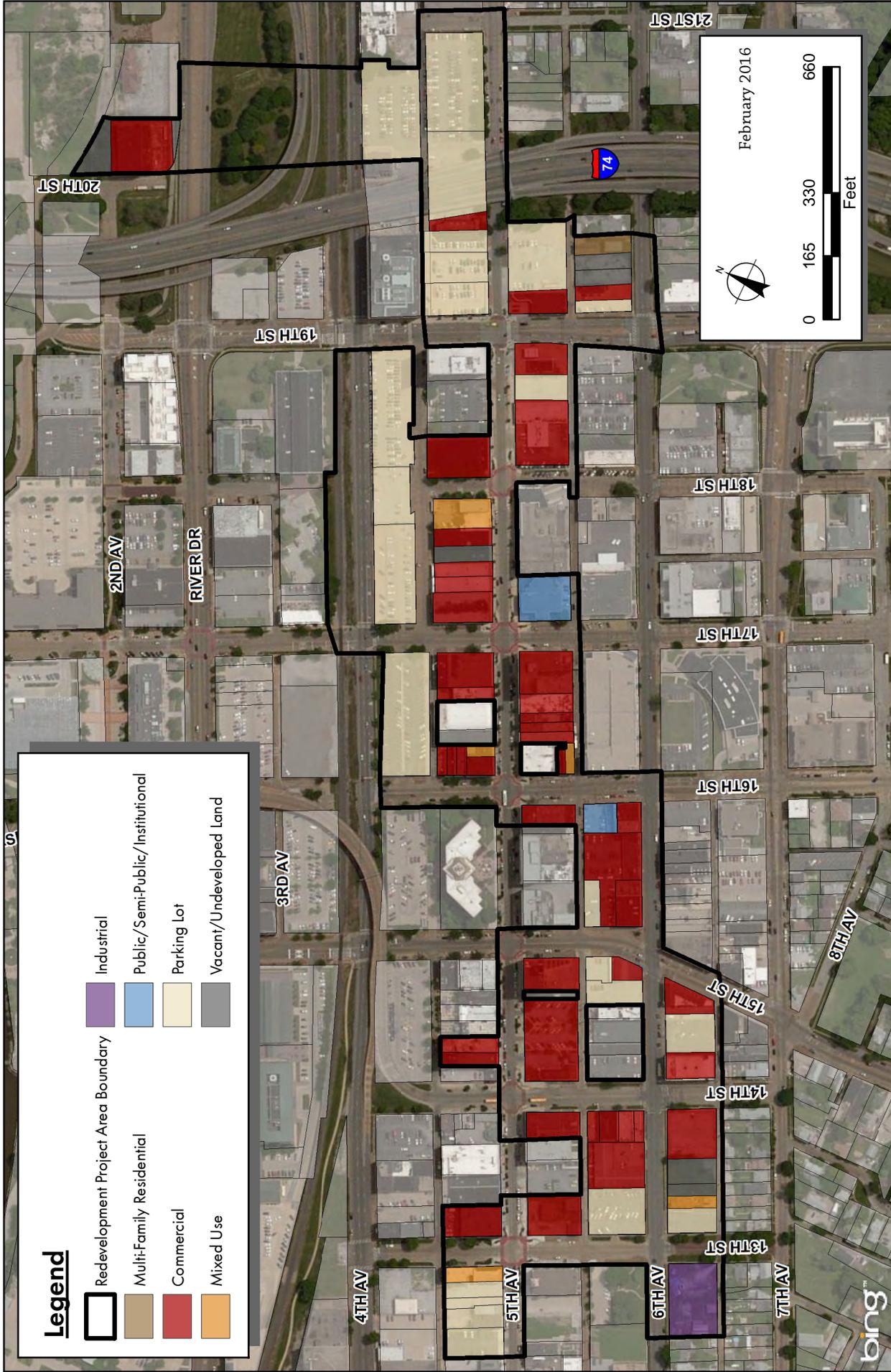


Exhibit B - Existing Land Use

Moline Centre Redevelopment Project Area
 City of Moline, Illinois

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.

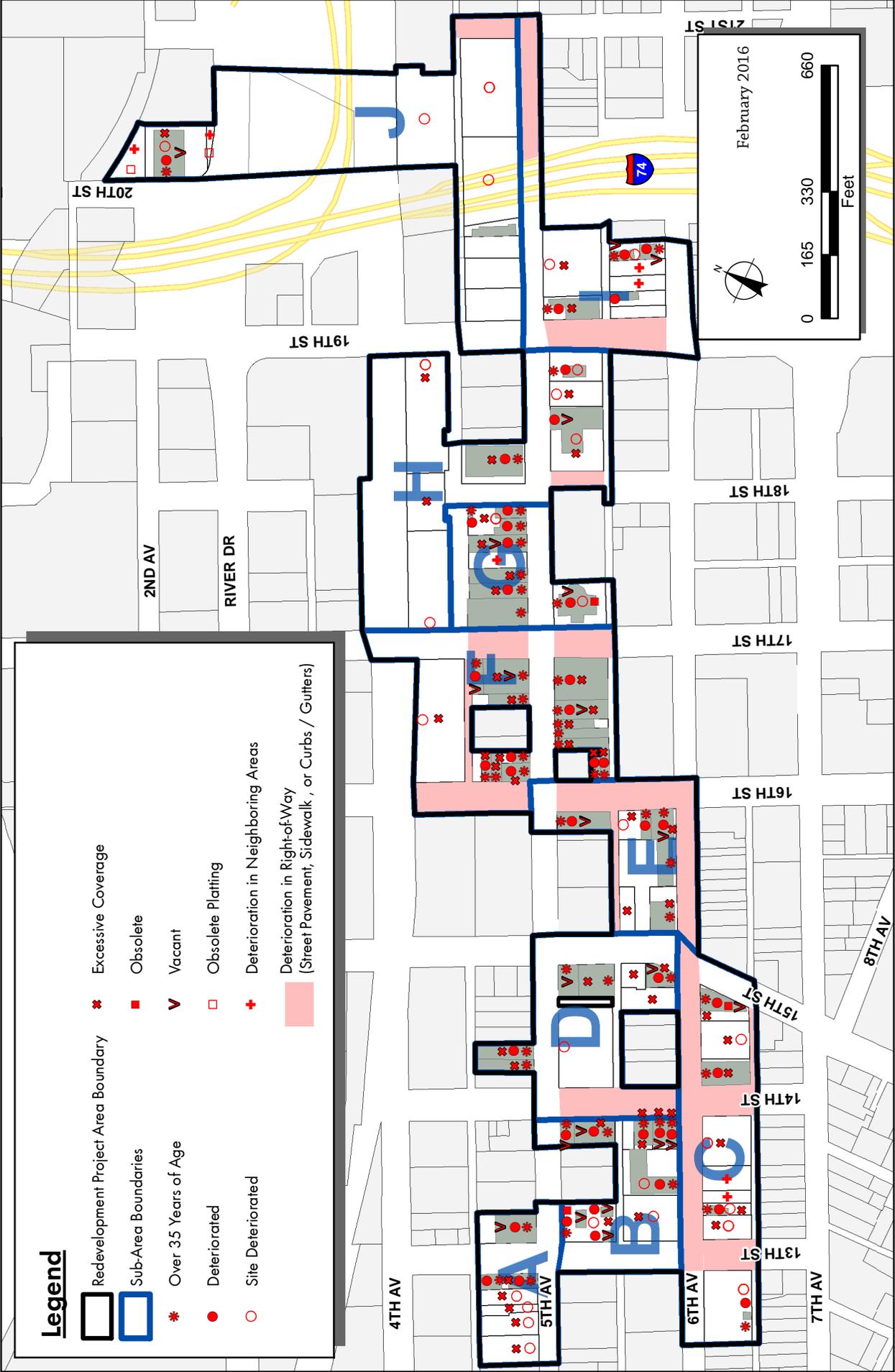


Exhibit D - Existing Conditions

Moline Centre Redevelopment Project Area
 City of Moline, Illinois

- 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 an 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.

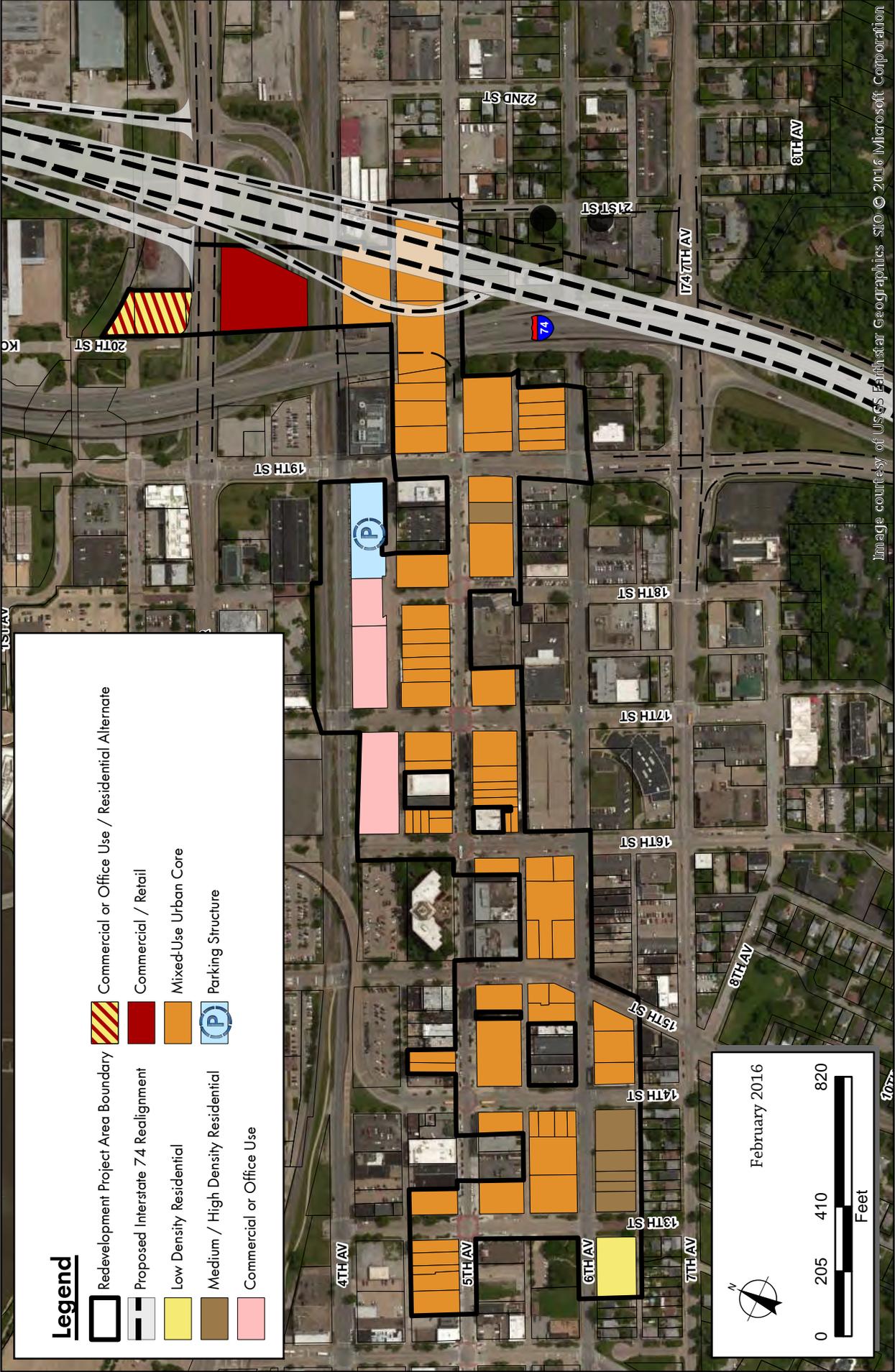


Image courtesy of USGS Earthstar Geographics SIO © 2016 Microsoft Corporation



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 <i>(Improvement of streets, curb and gutters, utilities and other public improvements)</i>	\$5,500,000
B. Property Assembly <i>(Acquisition of land, building demolition and site preparation)</i>	\$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%
<i>Without IDOT & 4 other parcels</i> ¹	<i>\$ 4,263,619</i>	<i>\$ 4,055,012</i>	<i>\$ (208,607)</i>	<i>-4.9%</i>	<i>-1.0%</i>
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 Wrasche
City Clerk

Approved as to Form:

Maura E J
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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PHOTOGRAPHS OF EXISTING CONDITIONS

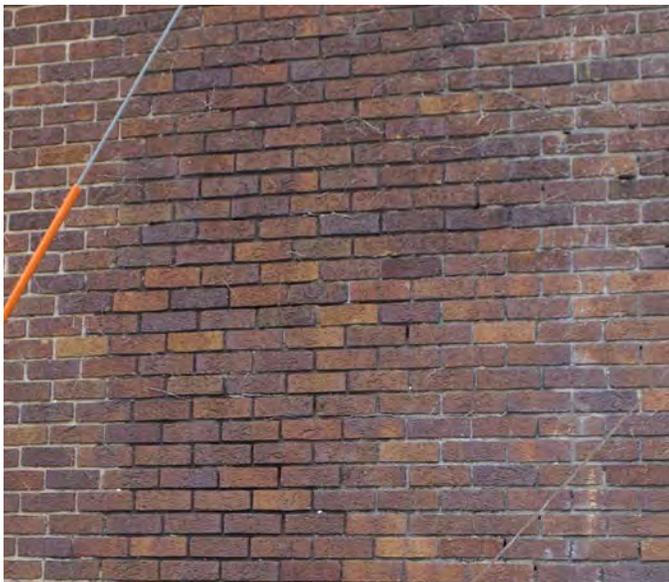
Moline, Illinois

Moline Centre Redevelopment Project Area

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)

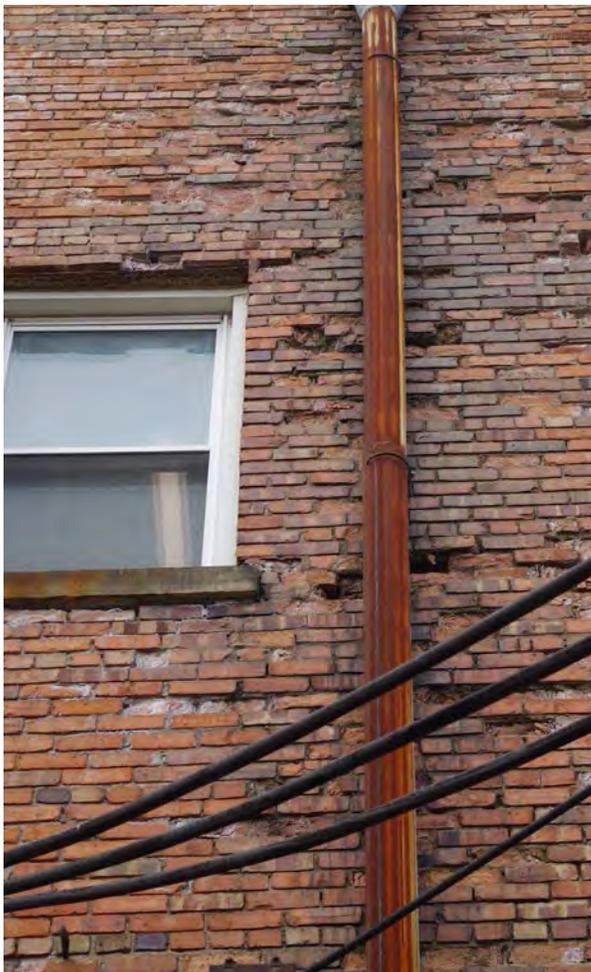


The roof of this residential property is deteriorated and shingles have become dislodged and some are missing. (1308 6th Avenue)

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)

PHOTOGRAPHS OF EXISTING CONDITIONS

Moline Centre Redevelopment Project Area

Moline, Illinois

Deterioration (Structures) (cont'd)



Left: The cementitious plaster coating 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.

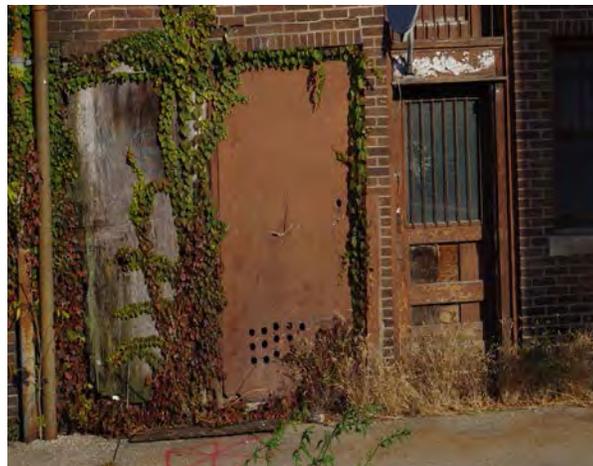


Left: Then window sills at 525 16th Street are rotted.

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)

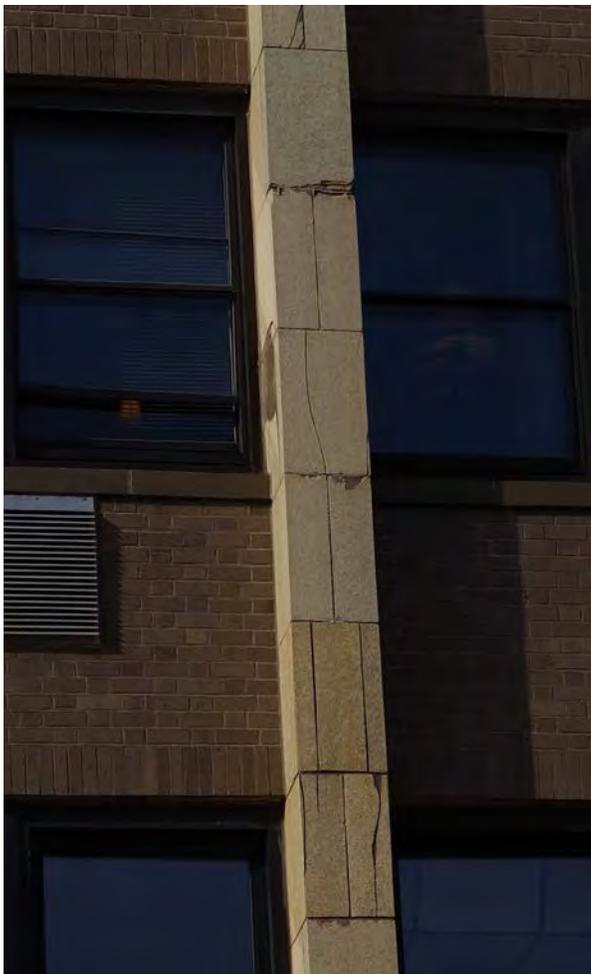


Right: The brick walls at Christopher D's are in need of tuck-pointing. (514 16th Street)



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 Sports-cards 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 Auto-care. (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.



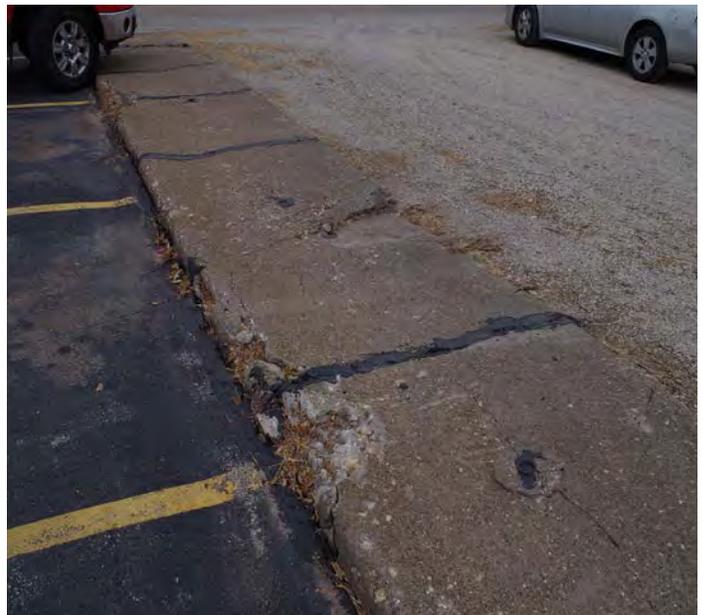
Above: The brick walls at the Spiegel storage building are in need of tuck-pointing, and the metal window frames are deteriorated. (200 20th Street)

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.



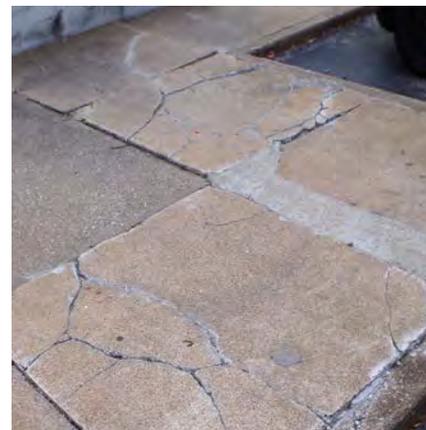
Above: The parking lot for the vacant Mexican restaurant is deteriorated. (601-605 15th Street)

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)



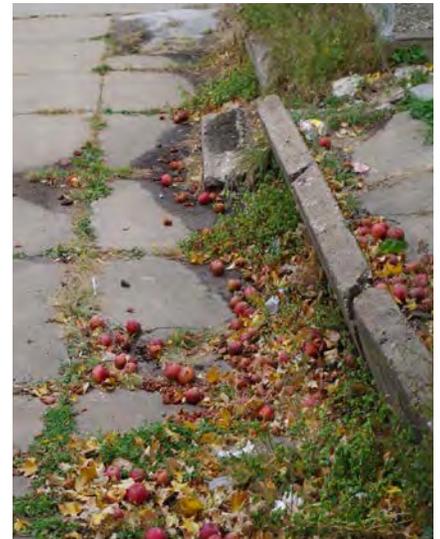
Deterioration (Site Improvements) (cont'd)



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.



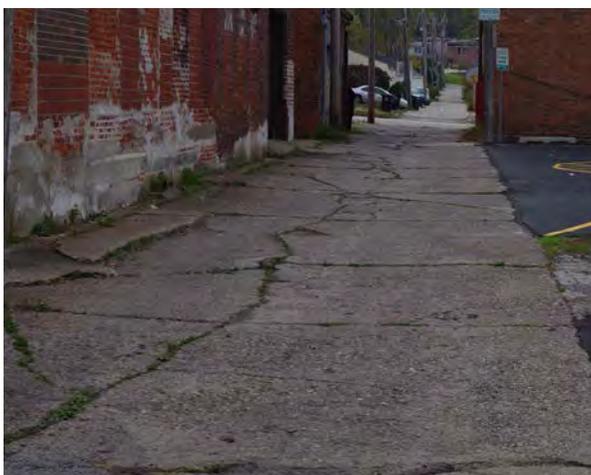
Right: The pavement along 17th Street, between 5th Avenue and 6th Avenue is deteriorated.



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.

PHOTOGRAPHS OF EXISTING CONDITIONS

Moline Centre Redevelopment Project Area

Moline, Illinois

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.



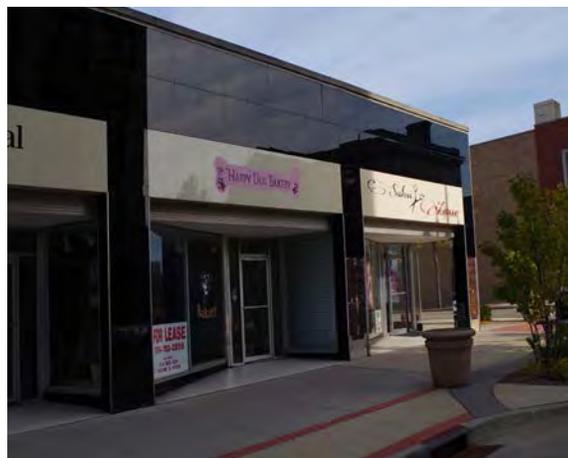
Deterioration (Right-of-Way) (cont'd)



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**

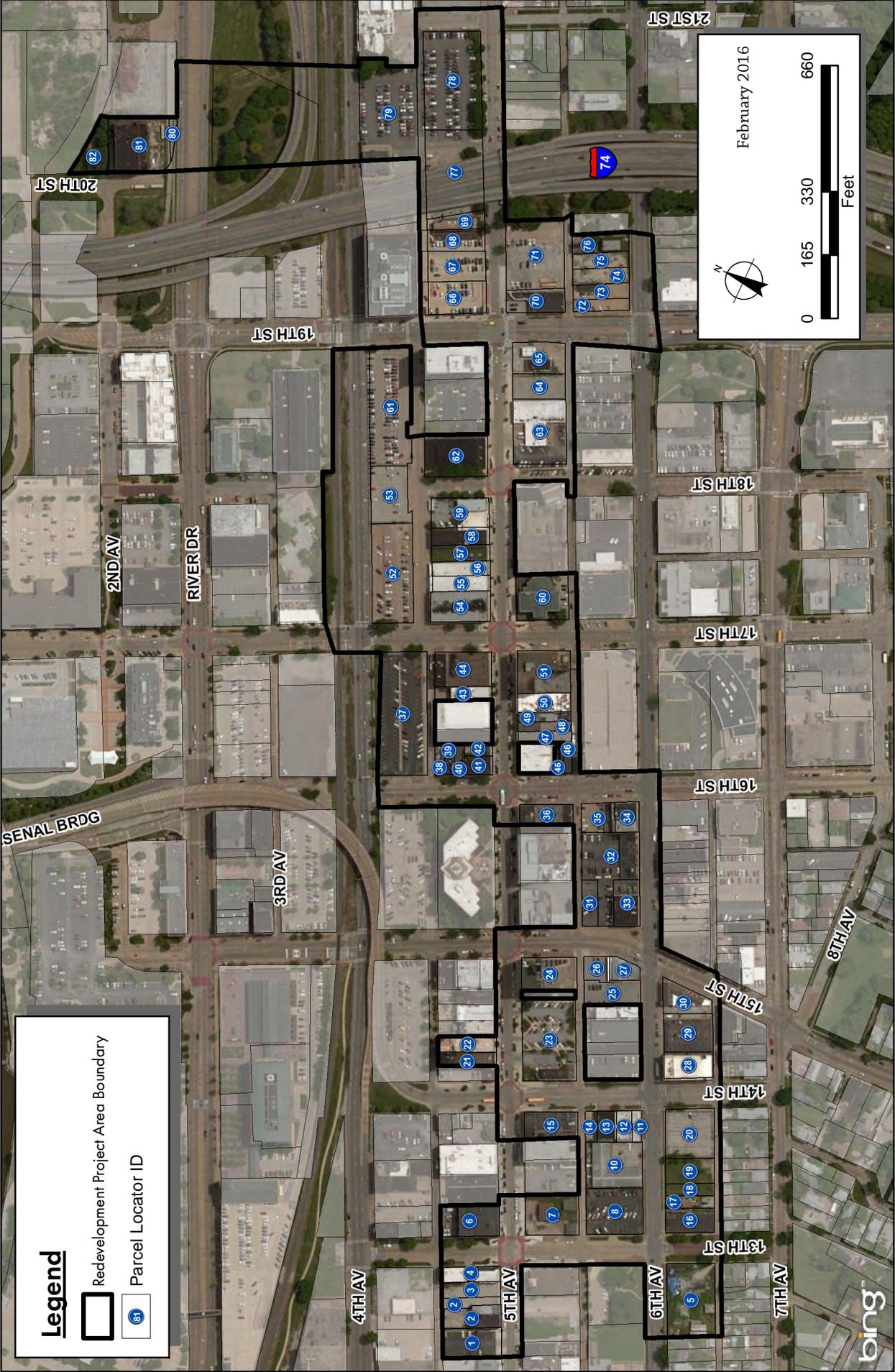
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Property Identification Number (PIN) List & 2014 EAV

Moline Centre Redevelopment Project Area

Map			
Locator	Parcel ID No.	Property Owner	2014 EAV
No.	(PIN)		
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



Council Bill/General Ordinance No. 3017-2016
Sponsor: _____

AN ORDINANCE

DESIGNATING the Moline Centre Redevelopment Project Area.

WHEREAS, the City Council has heretofore in Ordinance No. _____ adopted and approved the Tax Increment Redevelopment Plan and Project for the proposed Moline Centre Redevelopment Project Area with respect to which a public hearing was held on April 26, 2016 and it is now necessary and desirable to designate the area referred to in said plan as the Moline Centre Redevelopment Project Area.

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

Section 1. That the area described in the attached Exhibit A is hereby designated as the Moline Centre Redevelopment Project Area pursuant to Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-4.

Section 2. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

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.

Council Bill/General Ordinance No. 3018-2016

Sponsor: _____

AN ORDINANCE

ADOPTING Tax Increment Financing for the Moline Centre Redevelopment Project Area.

WHEREAS, the City of Moline, Illinois, desires to adopt tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the “Act”;

WHEREAS, 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.

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

Section 1. That tax increment financing is hereby adopted in respect to the Tax Increment Redevelopment Plan and Project for the Moline Centre Redevelopment Project Area (Area) approved and adopted pursuant to Ordinance No. _____ of the City of Moline, which said Area was designated pursuant to Ordinance No. _____ and the boundaries thereof being legally described therein.

Section 2. That after the total equalized assessed valuation of taxable real property in the Moline Centre Redevelopment Project Area exceeds the total initial equalized assessed value of all taxable real property in the Moline Centre Redevelopment Project Area, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Moline Centre Redevelopment Project Area by taxing districts and the rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the Act each year after the effective date of this Ordinance until the redevelopment project costs and all municipal obligations issued in respect thereto have been paid shall be divided as follows:

- a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Moline Centre Redevelopment Project Area shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Moline Centre Redevelopment Project Area over and above the initial equalized assessed value of each property in the Moline Centre Redevelopment Project Area shall be allocated to and

when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund called “the Special Tax Allocation Fund for the Moline Centre Redevelopment Project Area” of the City of Moline for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

Section 3. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Ordinance No. 4024-2016

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Children’s Therapy Center “Firststep Riverfront” 5K Race scheduled for Saturday, May 28, 2016.

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

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

Saturday, May 28, 2016, from 8:00 a.m. until 11:00 a.m.

All lanes of University Drive from the southernmost side of River Drive the westernmost side of 34th Street

All lanes of 34th Street from the southernmost side of University Drive to the northernmost side of River Drive

All lanes of River Drive from the easternmost side of 23rd Street to the easternmost entrance to the city-owned parking lot on the 4800 block of River Drive, west of the Captain’s Table

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/Ordinance No. 4025-2016

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Walk & Run for Wishes Walk scheduled for Saturday, June 4, 2016.

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

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

Saturday, June 4, 2016, from 7:00 a.m. until 11:00 a.m.

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

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

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

A SPECIAL ORDINANCE

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

AUTHORIZING use of public right-of-way in conjunction with the Trinity Lutheran Church FROG Hop 5K scheduled for Saturday, June 4, 2016.

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

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

Saturday, June 4, 2016, 7:00 a.m. to 10:00 a.m.

13th Avenue from the westernmost side of 14th Street to the westernmost side of 10th Street

10th Street from the northernmost side of 13th Avenue to the southernmost side of 16th Avenue

16th Avenue from the westernmost side of 10th Street to the easternmost side of 10th Street

10th Street from the northernmost side of 16th Avenue to the southernmost side of 18th Avenue

17th Avenue from the westernmost side of 10th Street to the easternmost side of 11th Street A

11th Street from the northernmost side of 17th Avenue to the southernmost side of 18th Avenue

18th Avenue from the westernmost side of 2nd Street to the easternmost side of 11th Street

9th Street from the northernmost side of 18th Avenue to the southernmost side of 18th Avenue A

18th Avenue A from the westernmost side of 8th Street to the easternmost side of 9th Street

8th Street from the northernmost side of 18th Avenue to the southernmost side of 18th Avenue A

5th Street from the northernmost side of 17th Avenue to the southernmost side of 18th Avenue

17th Avenue from the westernmost side of 2nd Street to the easternmost side of 5th Street

2nd Street from the northernmost side of 17th Avenue to the southernmost side of 18th Avenue

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No. 4027-2016

Sponsor: _____

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 New Cingular Wireless PCS, LLC, (“New Cingular”), where said Agreement leases a portion of the space on the City’s water tower, located at 1531 17th Avenue, so that New Cingular may swap antennas, associated cables and other communications instruments.

WHEREAS, the City has a portion of the space on the water tower located at 1531 17th Avenue that is currently leased to New Cingular; and

WHEREAS, New Cingular is interested in entering into the aforementioned Agreement to allow for the swap of antennas, associated cables and other communications instruments; and

WHEREAS, in conjunction therewith, the License Fees shall be increased by \$200.00 per month; and

WHEREAS, the new equipment will provide enhanced cell phone service to City residents.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, the aforementioned Agreement; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

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

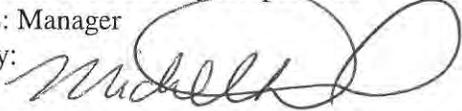
By: _____
Name: Scott Raes
Title: Mayor
Date: _____

LICENSEE

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: 
Name: Name: Michelle Durand
Title: Title: Manager of Real Estate & Construction
Date: Date: 5/2/16

ATTEST:

Tracy A. Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

LICENSEE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF Ramsey)ss:

On the 2 day of May, 2016 before me personally appeared Michelle Dward and acknowledged under oath that he is the REC manager 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.



Kathy L. Leners
Notary Public: _____
My Commission Expires: 1/31/2021

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:

<u>Antennas</u>	<u>Number</u>	<u>Type</u>
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 3/4" thick.

1 Fiber Bundle 1/2" 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

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:
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: Michelle Durand
Title: Manager of Real Estate & Construction
Date: 5/2/16

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.

Council Bill/Resolution No. 1067-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Proposal from Alfred Benesch & Company to Identify City of Moline Infrastructure Conflicts with the Proposed I-74 Improvements.

WHEREAS, the Illinois Department of Transportation (IDOT) plans to begin the reconstruction of the I-74 Bridge and various local streets in the fall of 2017; and

WHEREAS, the City of Moline has existing infrastructure such as water mains, sanitary sewers, storm sewers, street lights, and traffic signals that will conflict with IDOT's proposed reconstruction; and

WHEREAS, IDOT has requested that the City of Moline remove all conflicts prior to planned improvements; and

WHEREAS, City staff does not have the ability to identify said conflicts in IDOT's required time frame; and

WHEREAS, Alfred Benesch & Company proposes to identify all City of Moline infrastructure conflicts for the hourly, not-to-exceed price of \$19,150.00.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to approve of a Proposal from Alfred Benesch & Company to Identify City of Moline Infrastructure Conflicts with the Proposed I-74 Improvements.

CITY OF MOLINE, ILLINOIS

Mayor

May 24, 2016

Date

Passed: May 24, 2016

Approved: June 7, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney



Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, IL 60601-5927
www.benesch.com
P 312-565-0450
F 312-565-2497

May 2, 2016

Ms. Laura Klauer
Civil Engineer
Engineering Division
City of Moline Illinois
3635 4th Ave
Moline, IL 61265

City of Moline Utility Conflict Identification for I-74 Reconstruction Projects:

Dear Ms. Klauer:

Benesch is pleased to submit the enclosed proposal for the identification of the conflicts between the proposed I-74 Corridor Reconstruction and existing Moline infrastructure. The City of Moline owns watermain, sanitary sewer, electrical lines (most are Mid-American), and storm sewer. As per the discussions with you on April 26, 2016, this is the first of two proposals. The first proposal (Part I) is to identify potential utility conflicts between Moline utility infrastructure and the proposed I-74 reconstruction projects. The I-74 reconstruction project from the Mississippi River to 7th Avenue is currently scheduled for Letting on June 16, 2017 with the remainder portion (from 7th Avenue to approximately 0.9 mile south of Avenue of the Cities) scheduled for Letting on January 19, 2018.

The second proposal (Part II) will task Benesch to resolve Moline utility conflicts identified in the scope of work prepared under Part I, prepare construction plans and specifications, prepare a schedule and priority for relocations, and develop a budget estimate for the City of Moline. The scope and hours of Part II are not included at this time and will be based in part on the number of potential conflicts identified in Part I. It is anticipated that relocation plans will be completed near the end of 2016 to be let in January 2017. Part II will be prepared under separate cover at a later date.

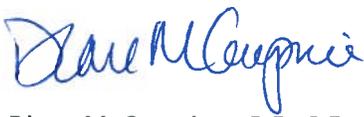
The scope for Proposal I includes the following: to identify possible conflicts with proposed I-74 infrastructure from the Mississippi River to approximately 1 mile South of Avenue of the Cities within the limits of the I-74 Corridor reconstruction Projects. The scope of Part I will look for conflicts in plan view and potholing to determine utility depths is not included at this time. Obtaining utility depths will be coordinated with Moline in Part II. It is assumed Moline will be providing shape files or Cad drawings with existing Moline Utilities. The analysis area is approximately 150 acres.

Attachment A details the tasks and hours for Proposal 1. Based on these assumptions and a 2.85 multiplier on direct labor our estimated fee to perform the scope of work will be completed on an hourly basis at a cost not-to-exceed \$19,150. Attached is Benesch's average rate table and our Standard Terms and Conditions for Professional Services.

Please call if you have any questions or need additional information.

We appreciate this opportunity to work with the City of Moline.

Sincerely,



Diane M. Campione P.E., S.E.
Senior Project Manager



Elizabeth Gallagher, S.E., P.E.
Executive Vice President

dmc

ACCEPTED
City of Moline
Signature: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A
City of Moline Utility Conflict Identification for I-74 Project

Alfred Benesch & Company

DATE 4/29/16

GENERAL DESCRIPTION

The scope of this proposal (Part I) is to identify all potential utility conflicts between Moline utility infrastructure and the proposed I-74 reconstruction projects. The City of Moline owns watermain, sanitary sewer, electrical lines (most are Mid-American), and storm sewer. As per the discussions with you on April 26, 2016, this is the first of two proposals. The first proposal (Part I) is to identify potential utility conflicts between Moline utility infrastructure and the proposed I-74 reconstruction projects. The I-74 reconstruction project from the Mississippi River to 7th Avenue is currently scheduled for Letting on June 16, 2017 with the remainder portion (from 7th Avenue to approximately 0.9 mile south of Avenue of the Cities) scheduled for Letting on January 19, 2018.

The second proposal (Part II) will task Benesch to resolve Moline utility conflicts identified in the scope of work prepared under Part I, prepare construction plans and specifications, prepare a schedule and priority for relocations, and develop a budget estimate for the City of Moline. The scope and hours of Part II are not included at this time and will be based in part on the number of potential conflicts identified in Part I. It is anticipated that relocation plans will be completed near the end of 2016 to be let in January 2017. Part II will be prepared under separate cover at a later date.

The scope for Proposal I includes the following: to identify possible conflicts with proposed I-74 infrastructure from the Mississippi River to approximately 1 mile South of Avenue of the Cities within the limits of the I-74 Corridor reconstruction Projects. The scope of Part I will look for conflicts in plan view and potholing to determine utility depths is not included at this time. Obtaining utility depths will be coordinated with Moline in Part II. It is assumed Moline will be providing shape files or Cad drawings with existing Moline Utilities. The analysis area is approximately 150 acres.

The Tasks associated with this proposal include:

1. Identify discrepancies between the electronic files provided by Moline and the survey data used in the I-74 reconstruction projects
2. Identify potential watermain conflicts
3. Identify potential sanitary sewer conflicts
4. Identify potential storm sewer conflicts
5. Identify potential electrical conflicts
6. Prepare Exhibit depicting each location (of conflict)
7. Prepare Conflict Log
- 8.. Prepare resolution schedule

Task	Item	Description	PM	PE	DE	Sr Tech	TOTAL
1		Compare I-74 Reconstruction survey with Moline electronic files. Document any discrepancies. If significant discrepancies exist, they will be rectified in Part II.	2	4	8	4	18
2		Identify potential watermain conflicts with all proposed I-74 corridor infrastructure including bridges, roadway, sewers, lighting, ITS,	2	2	4		8
3		Identify potential sanitary sewer conflicts with all proposed I-74 corridor infrastructure	2	2	4		8
4		Identify potential storm sewer conflicts with all proposed I-74 corridor infrastructure	2	2	4		8
5		Identify potential electrical conflicts with all proposed I-74 corridor infrastructure	2	2	4		8
6		Prepare Plan View Exhibit with numerical identifiers for all potential conflicts. A strip map or sheets may be used.	4	8	12	16	40
7		Prepare Conflict Log with description, location, and impacted utility	4	6	12	2	24
8		Prepare resolution schedule. The schedule will consider the I-74 Project design and construction schedules and will include target dates for design resolutions and deadlines for physical relocations, where applicable.	16	16	8		40
SUBTOTAL			34	42	56	22	154
		QA/QC Review - 3.5% of Total LOE	4				5
		General Coordination - 2.0% of Total LOE	2				3
		Administration - 2.5% of Total LOE	3				4
TOTAL			43	42	56	22	166

Alfred Benesch & Company
Great Lakes Region
Hourly Rates as of 01/04/2016

Classification - Consolidated	Min	Max	Weighted Average
Project Principal	\$75.00	\$105.00	\$80.00
Sr Project Manager	\$56.50	\$80.00	\$67.68
Project Manager II	\$48.30	\$65.60	\$56.97
Project Manager I	\$42.20	\$56.40	\$49.97
Sr Project Engineer	\$39.40	\$85.00	\$56.59
Project Engineer II	\$35.70	\$46.40	\$40.07
Project Engineer I	\$29.80	\$37.30	\$34.40
Senior Designer	\$37.70	\$47.90	\$41.78
Designer II	\$32.20	\$35.00	\$33.30
Designer I	\$25.00	\$32.50	\$29.05
Sr Resident Project Manager	\$55.10	\$61.60	\$58.93
Resident Project Manager II	\$45.50	\$54.20	\$49.85
Resident Project Manager I	\$38.00	\$49.30	\$43.65
Sr. Constr. Representative	\$42.80	\$48.30	\$46.38
Constr. Representative III	\$32.00	\$39.20	\$35.36
Constr. Representative II	\$29.30	\$34.70	\$32.12
Constr. Representative I	\$27.50	\$29.10	\$28.47
Sr Construction Tech Representative	\$33.30	\$41.00	\$36.60
Construction Tech Representative II	\$24.50	\$26.00	\$25.25
Resident Project Assistant	\$26.30	\$28.20	\$27.03
Sr Surveyor	\$46.30	\$46.30	\$46.30
Sr Party Chief	\$39.20	\$39.20	\$39.20
Party Chief	\$29.20	\$31.40	\$30.30
Instrument Operator	\$17.70	\$17.70	\$17.70
Sr Inspector	\$31.30	\$42.00	\$37.26
Sr Technical Specialist	\$30.00	\$60.00	\$45.38
Technical Specialist II	\$23.70	\$35.30	\$29.33
Technical Specialist I	\$29.20	\$29.20	\$29.20
Sr Technologist	\$28.00	\$42.60	\$32.81
Technologist II	\$23.00	\$32.10	\$28.35
Technologist I	\$22.80	\$22.80	\$22.80
Intern	\$15.00	\$15.00	\$15.00
Business Development Manager	\$36.50	\$36.50	\$36.50
Senior Business Development Coordinator	\$35.40	\$35.40	\$35.40
Business Development Coordinator	\$23.00	\$24.80	\$23.90
Business Development Assistant	\$20.50	\$21.00	\$20.75
Sr. Office Manager	\$36.20	\$36.20	\$36.20
Office Manager	\$29.60	\$29.60	\$29.60
Division Admin Assist II	\$16.70	\$16.70	\$16.70
Division Admin Assist I	\$17.50	\$17.50	\$17.50
Project Assistant II	\$22.50	\$27.50	\$25.00

Project Assistant I	\$15.40	\$25.00	\$20.20
Office Assistant	\$16.90	\$16.90	\$16.90
IT Specialist	\$27.00	\$27.00	\$27.00
IT Specialist II	\$37.90	\$37.90	\$37.90



GENERAL CONDITIONS

SECTION I - SERVICES BY CONSULTANT

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment. Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT or using by serially numbered Work Authorizations, all as identified on the signature page to this AGREEMENT, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

SECTION II - PAYMENTS TO CONSULTANT

2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be expressed in U. S. dollars, and based on the Method of Payment which is identified on the signature page to this AGREEMENT or serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by CONSULTANT'S personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified on the signature page to this AGREEMENT and attached hereto, and made a part of this AGREEMENT.

2.2.2 Chargeable Time

Chargeable time for CONSULTANT'S personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT'S office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT'S office to an assigned work site, and return to CONSULTANT'S office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT'S office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT'S authorized travels and for CONSULTANT'S field personnel; Per Diem expense or actual costs of maintaining CONSULTANT'S field personnel on or near the Project site, for each day of field assignment away from CONSULTANT'S office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT'S failure to make payments in accordance with this AGREEMENT. No final plans, documents or reports will be released for any purpose until CONSULTANT has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

SECTION III - Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of AGREEMENT

3.3.1 Termination with Cause

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this

AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION IV - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations

relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CONSULTANT shall be permitted to rely on CLIENT furnished documents and CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless

from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.9 CONSULTANT's Personnel at Project Site

4.9.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.9.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.10 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.11.3 Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.12.1 If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.12.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.12.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

SECTION V - Professional Responsibility

5.1 Performance of Services

Client acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to the available limit of CONSULTANT's insurance coverage or the total fee for Services rendered on this Project, whichever is less, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and, subconsultants harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court or arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its officers, directors, employees, or subcontractors.

5.5 No Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

6.4 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

6.5 Governing Law

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

6.6 Entire Agreement

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes,

modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

Council Bill/Resolution No. 1068-2016
 Sponsor _____

A RESOLUTION

AMENDING Budget Resolution No. 1148-2015 by authorizing various changes to line items in the FY 2016 Budget; and

AUTHORIZING the Finance Director to do all things necessary to complete said changes.

WHEREAS, the Moline City Council approved the 2016 budget on December 15, 2015; and

WHEREAS, budget amendments are compiled periodically throughout the fiscal year; and

WHEREAS, these amendments are proposed to reflect recent changes to the current budget to avoid any adverse affect to the City's legal budgetary compliance.

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

That the FY 2015 Budget is amended by changing the following line items:

<u>Account Number</u>	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Revised Budget</u>
1) 010-0631-415.01-01 Full Time Salaries	\$702,850	\$13,805	\$716,655
010-0631-415.01-27 Other Accum Leave Pay	\$0	\$320	\$320
010-0631-415.02-30 Retirement-FICA/MC	\$51,980	\$995	\$52,975
010-0631-415.02-35 Retirement - IMRF	\$72,325	\$1,455	\$73,780
010-0631-415.02-50 Group Health Insurance	\$131,815	\$1,765	\$133,580
010-9955-481.10-98 Contingency	\$561,560	(\$18,340)	\$543,220

Explanation: Cover 2016 expenses for Parking Services Technician.

2) 320-1838-433.07-50 Other Capital Equipment	\$0	\$70,000	\$70,000
320-1840-433.03-22 Professional/Technical	\$0	\$150,000	\$150,000
320-0000-300.00-00 Reserves	\$0	\$220,000	\$220,000

Explanation: The Sludge Press Polymer Blending and South Slope Collection Study projects were not completed in 2015 due to their scope and other work demands. Both projects will be completed in 2016.

Account Number	Current Budget	Budget Adjustment	Revised Budget
3) 244-0775-496.08-45 Water Contracts	\$0	\$500	\$500
244-0000-300.00-00 Reserves	\$0	\$500	\$500

Explanation: TIF#6 funds that were not used in 2015 for project work. Engineering project #1188 – Hawk Hollow Subdivision (Water main).

4) 244-0775-496.08-35 Storm Water Main	\$0	\$11,200	\$11,200
244-0000-300.00-00 Reserves	\$500	\$11,200	\$11,700

Explanation: TIF #6 funds that were not used in 2015 for project work carried over to 2016. Engineering project #1188 – Hawk Hollow Subdivision (Storm water)

5) 244-0775-496.08-10 Street Contracts	\$0	\$45,600	\$45,600
244-0000-300.00-00 Reserves	\$11,700	\$45,600	\$57,300

Explanation: TIF #6 funds that were not used in 2015 for project work carried over to 2016. Engineering project #1188 – Hawk Hollow Subdivision (Paving).

6) 245-0775-496.08-30 Sanitary Sewer	\$0	\$1,235,000	\$1,235,000
245-0000-300.00-00 Reserves	\$3,640,335	\$1,235,000	\$4,875,335

Explanation: TIF #7 funds that were not used in 2015 for project work carried over to 2016. Engineering project #1206 – Airport Industrial Park Utility Extensions. (Sewer)

Account Number	Current Budget	Budget Adjustment	Revised Budget
7) 245-0775-496.08-45 Water Contracts	\$0	\$1,100,000	\$1,100,000
245-000-300.00-00 Reserves	\$4,875,335	\$1,100,000	\$5,975,335

Explanation: TIF #7 funds that were not used in 2015 for project work carried over to 2016. Engineering project #1206 – Airport Industrial Park Utility Extensions (Water).

8) 260-0775-496.08-01 Land Acquisition	\$0	\$18,085	\$18,085
260-000-300.00-00 Reserves	\$3,069,440	\$18,085	\$3,087,525

Explanation: TIF #11 funds that were not used in 2015 for project work that has not started. Engineering project #1232 – Washburn Building Demo.

9) 330-1971-433.08-35 Storm water Projects	\$380,000	\$1,675	\$381,675
330-000-300.00-00 Reserves	\$0	\$1,675	\$1,675

Explanation: Storm water Utility funds that were not used in 2015 for Engineering Project #1214 2015 Utility Relocations along John Deere Road. Project #1214 has not been completed and still open in FY2016.

10) 510-9957-438.04-25 Contractual Repairs	\$1,365,000	\$175,000	\$1,540,000
510-000-300.00-00 Reserves	\$210,000	\$175,000	\$385,000

Explanation: Utility Tax funds that were not used in 2015 for Engineering Project #1214 2015 Utility Relocations along John Deere Road. Project #1214 has not been completed and is still open in FY2016.

Account Number	Current Budget	Budget Adjustment	Revised Budget
11) 510-9956-438.08-10 Street Contracts	\$1,965,000	\$66,216	\$2,031,216
510-000-300.00-00 Reserves	\$385,000	\$66,216	\$451,215

Explanation: Utility Tax funds that were not used in 2015 for Engineering Project #1231 Ravine Sanitary Sewer Replacement. Project #1231 has not been completed and is still open in FY2016.

12) 310-1716-434.08-45 Water Contracts	\$1,250,000	\$519,495	\$1,769,495
310-000-300.00-00 Reserves	\$0	\$519,495	\$519,495

Explanation: Water funds that were not used in 2015 for Engineering Project #1199 – 38th Avenue Utility Relocations for \$234,495 and Project #1214 – 2015 Utility Relocations along John Deere Road for \$285,000.

13) 320-1840-433.08-30 Sanitary Sewer Contracts	\$1,165,000	\$594,160	\$1,759,160
320-0000-300.00-00	\$220,000	\$594,160	\$814,160

Explanation: WPC funds that were not used in 2015 for Engineering Project #1231 – 2015 Ravine Sanitary Sewer Replacement for \$522,134, Project #1199 – 38th Avenue Utility Relocations for \$12,024.35 and Project #1214 – 2015 Utility Relocations Along John Deere Road for \$60,000.

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

That the City Council hereby authorizes an amendment to Budget Resolution No. 1148-2015 by authorizing various changes to line items in the FY 2016 Budget as shown above and authorizing the Finance Director to do all things necessary to complete said changes.

CITY OF MOLINE, ILLINOIS

Mayor

May 24, 2016

Date

Passed: May 24, 2016

Approved: June 7, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

MEMORANDUM

To: Lewis Steinbrecher, City Administrator

From: Kathleen Carr, Finance Director

Subj: 2016 Recommended Budget Amendments

Date: May 4, 2016

Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval.

<u>Account Number</u>	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Revised Budget</u>
1) 010-0631-415.01-01 Full Time Salaries	\$702,850	\$13,805	\$716,655
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Explanation: WPC funds that were not used in 2015 for Engineering Project #1231 – 2015 Ravine Sanitary Sewer Replacement for \$522,134, Project #1199 – 38th Avenue Utility Relocations for \$12,024.35 and Project #1214 – 2015 Utility Relocations Along John Deere Road for \$60,000.

Council Bill/Resolution No. 1069-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Chief of Police to accept a proposal from RACOM Corporation, Marshalltown, Iowa, for the purchase of four Project 25 (P25) capable control station radios and associated equipment in the amount of \$27,364.

WHEREAS, the current analog 800 MHz EDACS control station radios are over 15 years old and in need of replacement; and

WHEREAS, the Federal Communications Commission has mandated that all analog 800 MHz EDACS technology be migrated to digital P25 based technology by January 1, 2017; and

WHEREAS, the current control station radios are not capable of P25 based technology and must be replaced in order to achieve compliance.

WHEREAS, RACOM Corporation, the service and equipment provider for the radio system utilized by the City of Moline, has provided a proposal for the purchase of P25 capable replacement control station radios in the amount of \$27,364; and

WHEREAS, a Radio Equipment Fund was established in 2013 in preparation for the radio replacements, and annual transfers from the police budget have resulted in sufficient funding to make the purchase; and

WHEREAS, the sole source purchase of the equipment from RACOM Corporation is recommended pursuant to Section 27-3105, Moline Code of Ordinances.

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

That the Chief of Police is hereby authorized to accept a proposal from RACOM Corporation, Marshalltown, Iowa, for the purchase of four Project 25 (P25) capable control station radios and associated equipment in the amount of \$27,364; provided, however, that said proposal is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 24, 2016

Date

Passed: May 24, 2016

Approved: June 7, 2016

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1070-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Economy Roofing & Insulating Co., Inc. for Project #04-16, Roof Removal and Replacement at Fire Station 3 & 4, in the amount of \$39,660.00.

WHEREAS, bids were publicly read on April 26, 2016; and

WHEREAS, bids were solicited with Economy Roofing & Insulating Co., Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, \$50,000.00 is budgeted in 010-0841-432.08-05, Building Improvements.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Economy Roofing & Insulating Co., Inc. for Project #04-16, Roof Removal and Replacement at Fire Station 3 & 4, in the amount of \$39,660.00; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 24, 2016

Date

Passed: May 24, 2016

Approved: June 7, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2016, between **ECONOMY ROOFING & INSULATING CO., INC.** of **4121 STATE STREET, BETTENDORF, IA 52722**, 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 **THIRTY NINE THOUSAND SIX HUNDRED SIXTY AND NO/100 (\$39,660.00) 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 #04-16, Roof Removal and Replacement at Fire Station 3 and 4** 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 **THIRTY NINE THOUSAND SIX HUNDRED SIXTY AND NO/100 (\$39,660.00) DOLLARS** conditioned upon the faithful

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

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No. 1071-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into a Road Salt Purchase Agreement for 2016 - 2017 Season with the City of Davenport.

WHEREAS, the City agrees to purchase 2,000 tons of salt with the Quad City joint salt bid and placing a reserve supplemental order of 4,500 tons with the City of Davenport as the agent for said purchase; and

WHEREAS, by participating in this contract a lower cost per ton has been experienced; and

WHEREAS, sufficient funds are budgeted, and the City of Davenport will invoice the City between July 1, 2016, and July 10, 2016.

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

That the Mayor and City Clerk are hereby authorized to enter into a Road Salt Purchase Agreement for 2016-2017 Season with the City of Davenport; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 24, 2016

Date

Passed: May 24, 2016

Approved: June 7, 2016

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney



**ROAD SALT PURCHASE AGREEMENT FOR
2016-2017 SEASON**

**FORM TO BE RETURNED BY May 20th, 2016 – to City of Davenport, Purchasing Division,
226 W 4th St., Davenport, IA 52801**

The City (County, Township, etc.) of Moline, Illinois agrees to order and purchase 2,000 tons of salt with the Quad City joint salt bid, with the City of Davenport, as the agent for the purchase. We also acknowledge that our council or appropriate board has approved this purchase prior to this order. We agree to pay 50% of our order between July 1, 2016 and July 10, 2016. After delivery, the City of Davenport will submit an invoice for the balance. We agree to pay that invoice within 30 days of it being submitted.

We are also placing a reserve supplemental order of 4,500 tons. We agree to purchase 25% of this supplemental order by March 1, 2017. All salt orders must be processed through the City of Davenport's Street Division. Orders should NOT be placed with the salt vendor.

Government agency

Authorized signature

DATE

Printed Name

Title

Council Bill/Resolution No. 1072-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of the Final Loan Closing Amendment for Illinois Environmental Protection Agency (IEPA) Drinking Water Project: L171271, which relates to the 2001 IEPA low interest loan for major improvements to the City's drinking water treatment plant.

WHEREAS, the Illinois Environmental Protection Agency (IEPA) recently concluded all conditions relative to the project work associated with this existing loan have been satisfied; and

WHEREAS, a Final Loan Closing Amendment is necessary to fulfill loan documentation requirements.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of the Final Loan Closing Amendment for Illinois Environmental Protection Agency Drinking Water Project L171271; provided, however, that said amendment is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 24, 2016

Date

Passed: May 24, 2016

Approved: June 7, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

LENDER:

Illinois Environmental Protection Agency
 Bureau of Water
 Infrastructure Financial Assistance Section
 P.O. Box 19276
 1021 North Grand Avenue, East
 Springfield, IL 62794-9276

RECIPIENT:

City of Moline
 30 18th Street
 Moline, IL 61265

FEIN: 366005999

TERMS OF THE LOAN

Previous Loan Amount:	\$11,508,800.00	Construction start:	10/26/2001
This Action:	\$ 0.00	Construction complete:	12/05/2006
Loan amount:	\$11,508,800.00	Initiation of operation:	12/06/2006
Annual fixed loan rate:	2.6750%	Initiation of repayment period:	11/19/2004
Term:	20 years	First repayment due:	01/19/2005
Repayments:	Semi-Annual	Final repayment due:	07/19/2024

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

Except as provided herein, and in the accompanying Letter of Transmittal, all terms and conditions of the original Loan Agreement, including prior amendments, remain unchanged and in full force and effect.

<i>Lisa Bonnett</i>	Director	Lisa Bonnett	<i>4/4/16</i>
Agency Signature	Title	Name	Date
By: <i>Carol Radwine</i>	Chief Financial Officer	Carol Radwine	<i>4/4/16</i>
Agency Signature	Title	Name	Date

This offer must be accepted, if at all, on or before 05/31/2016.

Acceptance on behalf of the Borrower

Authorized Representative (Signature)

Date

Name and Title of Authorized Representative (Type or Print)

PROJECT DESCRIPTION

The project consists of upgrading the water treatment plant and includes the following improvements:

- Install intake heater controls, river stage/temperature monitors, upgrade waste washwater pumps and install mixers in washwater basin.
- Upgrade solids contact basins building and filter building with new roofing, and upgrade basins building and filter/pipe gallery with climate control equipment.
- Upgrade existing filters with new media in filter #1 and filter #3 through filter #8, repair concrete walls of filter basins/boxes, replace filter rate controllers, valves and motor actuators, install filter particle counters and rehabilitate filter building.
- Upgrade sedimentation basins by repairing concrete, adding a wood baffle and concrete fill to sedimentation basin #3 and constructing a building structure over sedimentation basins #2 and #3.
- Install a carbon feeder, sodium hypochlorite disinfection system and carbon dioxide storage tank.
- Replace booster pump station and main pump station building roofing, rehabilitate main pump station building, and rehabilitate four discharge valves and install variable speed drive equipment at the main pump station.
- Rehabilitate headhouse building including new roofing, modify headhouse laboratory and office space and upgrade lunchroom facilities.
- Rehabilitate garage, tool room and meter shop including roofing, flooring and structural repairs.
- Upgrade instrumentation and electrical including a new SCADA system, substation, switchgear, high lift pump motors, control centers, diesel generator and security system.
- Convert solids contact basins and sedimentation basin #2 into presedimentation basins and modify reaction basins of sedimentation basin #2.
- Construct two new hydraulic cone-type solids contact units with headtank also including lime and polymer feed systems all in a new building structure, install screw pumps and relocate chemical storage and feed systems into new building structure.
- Construct new three level plant building to include a laboratory, operations office, training/meeting room, instrument repair shop, archive/records room, toilet/locker room and storage area.
- All necessary appurtenances, piping, electrical, heating/air conditioning systems, exhaust/ventilation systems and site work to make the project complete and operational.

This work is covered by IEPA Permit number 2173-F42001. This work is covered by IEPA Permit Number 20012173.

PROJECT BUDGET

	TOTAL	ELIGIBLE
Construction - Williams Brothers Const.	\$21,026,263.00	\$20,947,378.00
TOTAL	\$21,026,263.00	\$20,947,378.00

The loan amount is \$11,508,800.00.

OTHER FUNDING SOURCES/COSTS EXCLUDED FROM LOAN

Local funds \$9,438,578.00

FINANCIAL SUMMARY

Total Disbursements	\$11,508,800.00
Construction Period Interest Financed	\$491,200.00
Total Amount Financed	\$12,000,000.00
Construction Period Interest Not Financed	\$5,776.30

STANDARD CONDITIONS

Please see Attachment A.

Attachment A

Loan Recipient: City of Moline
L171271

Loan Agreement – Standard Conditions Illinois EPA Public Water Supply Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the governmental entity and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request reimbursement from the Agency within 30 days of reimbursing their contractor(s) in accordance with Internal Revenue Service regulations.

4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support and Principal Payments.

a) In accordance with Ill. Adm. Code 662.440, the fixed rate is comprised of interest and loan support, both of which are established annually and reported at the Agency's public hearing. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request, final inspection and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site at:

<http://www.epa.state.il.us/water/forms.html#financial-assistance>

7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

8. FINAL INSPECTION

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward two (2) copies of the final plans of record to the appropriate Agency regional field office along with a formal written request for a final inspection (a copy of the written request and a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit). The regional field office will contact the loan recipient to schedule the final inspection within 60 days of the written request for a final inspection.

9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final inspection for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.740.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.1120 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 30 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.930.

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date. The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois

Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site at: <http://www.epa.state.il.us/water/forms.html#financial-assistance>

18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of H.R. 3547, the "Consolidated Appropriations Act, 2014". This requirement is only applicable if federal American Iron and Steel requirements were a condition of the original loan agreement.

19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying at 40 CFR, Part 34
- c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
- d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)

21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This requirement is only applicable if fiscal sustainability plan requirements were a condition of the original loan agreement. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.

Council Bill/Ordinance No.: 4028-2016

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Komen Quad Cities Race for the Cure scheduled for Saturday, June 11, 2016.

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

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

Friday, June 10, 2016, from 10:00 a.m. to 6:00 a.m. on Saturday, June 11, 2016

All lanes of River Drive from the westernmost side of 12th Street to the easternmost side of the parking lot entrance to the American Red Cross located at 1100 River Drive, Moline, IL.

Saturday, June 11, 2016, from 6:00 a.m. to 10:00 a.m.

All lanes of River Drive from the westernmost side of 1st Street to the easternmost side of 23rd Street
All lanes of 19th Street from the northernmost side of River Drive to the northernmost side of 5th Avenue
All lanes of 4th Avenue from the easternmost side of 23rd Street to the westernmost side of 1st Street.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to form:

City Attorney

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with Moline Centre Main Street's Thursday Night Concert with Car Show scheduled for Thursday, June 2, 2016.

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

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

Thursday, June 2, 2016, 3:00 p.m. to 9:00 p.m.

All lanes of 17th Street from the northernmost side of River Drive to the end of the cul de sac

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

City of Moline

April 2016
Financial Report

CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 04/30/2016

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$43,792,860	\$11,102,246	\$32,690,614
Expenditures	\$43,792,860	\$10,654,170	\$33,138,690
Difference	\$0	\$448,076	
GENERAL TRUST FUND			
Revenues	\$447,000	\$188,608	\$258,392
Expenditures	\$447,000	\$39,923	\$407,077
Difference	\$0	\$148,685	
SFOOR GRANT			
Revenues	\$0	\$591	(\$591)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$591	
TOURISM FUND			
Revenues	\$160,000	\$107,501	\$52,499
Expenditures	\$160,000	\$0	\$160,000
Difference	\$0	\$107,501	
LEAD GRANT			
Revenues	\$843,830	\$270,901	\$572,929
Expenditures	\$843,830	\$194,845	\$648,985
Difference	\$0	\$76,056	
HOMEBUYER TRUST GRANT			
Revenues	\$1,395	\$86,239	(\$84,844)
Expenditures	\$1,395	\$228	\$1,167
Difference	\$0	\$86,011	
EMERGENCY REPAIR GRANT			
Revenues	\$30,740	\$21,709	\$9,031
Expenditures	\$30,740	\$0	\$30,740
Difference	\$0	\$21,709	
ABANDONED PROP PROGRAM			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
NSP2 GRANT			
Revenues	\$77,080	\$75,903	\$1,177
Expenditures	\$77,080	\$4,829	\$72,251
Difference	\$0	\$71,074	
AG GRANT			
Revenues	\$150,000	\$0	\$150,000
Expenditures	\$150,000	\$30,073	\$119,927
Difference	\$0	(\$30,073)	

	BUDGET	YTD ACTUAL	VARIANCE
BLIGHT REDUCTION PROGRAM			
Revenues	\$350,000	\$0	\$350,000
Expenditures	\$350,000	\$46,208	\$303,792
Difference	\$0	(\$46,208)	
LIBRARY FUND			
Revenues	\$3,317,025	\$165,232	\$3,151,793
Expenditures	\$3,317,025	\$897,738	\$2,419,287
Difference	\$0	(\$732,506)	
PARK FUND			
Revenues	\$3,753,090	\$473,389	\$3,279,701
Expenditures	\$3,753,090	\$861,838	\$2,891,252
Difference	\$0	(\$388,449)	
MOTOR FUEL TAX FUND			
Revenues	\$4,819,440	\$371,603	\$4,447,837
Expenditures	\$4,819,440	\$248,779	\$4,570,661
Difference	\$0	\$122,824	
COMMUNITY DEVELOPMENT			
Revenues	\$661,740	\$461,164	\$200,576
Expenditures	\$661,740	\$116,221	\$545,519
Difference	\$0	\$344,943	
REVOLVING LOAN FUND			
Revenues	\$222,375	\$7,167	\$215,208
Expenditures	\$222,375	\$0	\$222,375
Difference	\$0	\$7,167	
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,284,925	\$166,086	\$3,118,839
Expenditures	\$3,284,925	\$249,415	\$3,035,510
Difference	\$0	(\$83,329)	
TAX INCREMENTAL FINANCING #2			
Revenues	\$237,950	\$247	\$237,703
Expenditures	\$237,950	\$51,703	\$186,248
Difference	\$0	(\$51,456)	
TAX INCREMENTAL FINANCING #3			
Revenues	\$56,015	\$382	\$55,633
Expenditures	\$56,015	\$6,279	\$49,736
Difference	\$0	(\$5,897)	
TAX INCREMENTAL FINANCING #4			
Revenues	\$416,620	\$10,671	\$405,949
Expenditures	\$416,620	\$138,229	\$278,391
Difference	\$0	(\$127,559)	
TIF #5 KONE CENTRE			
Revenues	\$495,035	\$12	\$495,023
Expenditures	\$495,035	\$0	\$495,035
Difference	\$0	\$12	

	BUDGET	YTD ACTUAL	VARIANCE
TIF #6 MOLINE PL PHASE II			
Revenues	\$118,135	\$0	\$118,135
Expenditures	\$118,135	\$26,526	\$91,609
Difference	\$0	(\$26,526)	
TIF #7 BUSINESS PARK			
Revenues	\$3,641,175	\$1,289	\$3,639,886
Expenditures	\$3,641,175	\$1,273,274	\$2,367,901
Difference	\$0	(\$1,271,986)	
TIF #9 Route 150			
Revenues	\$8,055	\$0	\$8,055
Expenditures	\$8,055	\$0	\$8,055
Difference	\$0	\$0	
TIF #8 MALL AREA			
Revenues	\$35,000	\$0	\$35,000
Expenditures	\$35,000	\$0	\$35,000
Difference	\$0	\$0	
TIF #10 Health Park			
Revenues	\$141,375	\$3	\$141,372
Expenditures	\$141,375	\$0	\$141,375
Difference	\$0	\$3	
SPECIAL SERVICE AREA #5			
Revenues	\$177,485	\$7,321	\$170,164
Expenditures	\$177,485	\$20,638	\$156,847
Difference	\$0	(\$13,318)	
SPECIAL SERVICE AREA #6			
Revenues	\$258,415	\$8,027	\$250,388
Expenditures	\$258,415	\$52,659	\$205,756
Difference	\$0	(\$44,631)	
TIF #11 MULTI MODAL			
Revenues	\$3,069,440	\$0	\$3,069,440
Expenditures	\$3,069,440	\$84,330	\$2,985,110
Difference	\$0	(\$84,330)	
TIF #12 RIVERBEND COMMONS			
Revenues	\$147,740	\$3	\$147,737
Expenditures	\$147,740	\$68,868	\$78,872
Difference	\$0	(\$68,864)	
TIF #13 MOLINE CENTRE			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$341,589	(\$341,589)
Difference	\$0	(\$341,589)	
WATER FUND			
Revenues	\$9,242,120	\$2,975,615	\$6,266,505
Expenditures	\$9,242,120	\$3,002,596	\$6,239,524
Difference	\$0	(\$26,981)	

	BUDGET	YTD ACTUAL	VARIANCE
WPC FUND			
Revenues	\$26,208,490	\$7,845,583	\$18,362,907
Expenditures	\$26,208,490	\$4,860,291	\$21,348,199
Difference	\$0	\$2,985,293	
STORMWATER UTILITY			
Revenues	\$1,015,500	\$346,837	\$668,663
Expenditures	\$1,015,500	\$243,994	\$771,506
Difference	\$0	\$102,842	
FIRE PENSION			
Revenues	\$7,631,375	\$202,200	\$7,429,175
Expenditures	\$7,631,375	\$1,303,124	\$6,328,251
Difference	\$0	(\$1,100,924)	
REHER ART GALLERY			
Revenues	\$50,500	\$0	\$50,500
Expenditures	\$50,500	\$560	\$49,940
Difference	\$0	(\$560)	
PERPETUAL CARE FUND			
Revenues	\$13,520	\$4,923	\$8,597
Expenditures	\$13,520	\$0	\$13,520
Difference	\$0	\$4,923	
PARK/CEMETERY GIFTS			
Revenues	\$12,000	\$8,529	\$3,471
Expenditures	\$12,000	\$4,900	\$7,100
Difference	\$0	\$3,629	
FOREIGN FIRE INS TAX			
Revenues	\$48,000	\$0	\$48,000
Expenditures	\$48,000	\$22,580	\$25,420
Difference	\$0	(\$22,580)	
POLICE PENSION			
Revenues	\$7,082,030	\$271,573	\$6,810,457
Expenditures	\$7,082,030	\$1,044,528	\$6,037,502
Difference	\$0	(\$772,955)	
LIBRARY TRUST			
Revenues	\$80,000	\$214,644	(\$134,644)
Expenditures	\$80,000	\$144,678	(\$64,678)
Difference	\$0	\$69,966	
HEALTH BENEFIT FUND			
Revenues	\$7,181,240	\$2,110,900	\$5,070,340
Expenditures	\$7,181,240	\$2,680,753	\$4,500,487
Difference	\$0	(\$569,853)	
OPEB RETIREMENT FUND			
Revenues	\$500,000	\$6,743	\$493,257
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$6,743	

	BUDGET	YTD ACTUAL	VARIANCE
INFORMATION TECHNOLOGY			
Revenues	\$1,289,090	\$451,228	\$837,862
Expenditures	\$1,289,090	\$520,331	\$768,759
Difference	\$0	(\$69,103)	
PUBLIC SAFETY EQUIPMENT			
Revenues	\$208,025	\$30,001	\$178,024
Expenditures	\$208,025	\$0	\$208,025
Difference	\$0	\$30,001	
LIABILITY FUND			
Revenues	\$3,932,920	\$1,332,549	\$2,600,371
Expenditures	\$3,932,920	\$1,187,249	\$2,745,671
Difference	\$0	\$145,300	
FLEET SERVICES			
Revenues	\$4,771,095	\$1,421,934	\$3,349,161
Expenditures	\$4,771,095	\$1,438,058	\$3,333,037
Difference	\$0	(\$16,124)	
SANITATION FUND			
Revenues	\$2,445,535	\$836,542	\$1,608,993
Expenditures	\$2,445,535	\$719,534	\$1,726,001
Difference	\$0	\$117,007	
DEBT. SERVICE FUND			
Revenues	\$3,100,000	\$1,348,369	\$1,751,631
Expenditures	\$3,100,000	\$1,348,369	\$1,751,631
Difference	\$0	\$0	
2007 ESCROW ACCOUNT			
Revenues	\$144,000	\$64,004	\$79,996
Expenditures	\$144,000	\$64,000	\$80,000
Difference	\$0	\$4	
CAPITAL IMPROVEMENT FUND			
Revenues	\$8,105,000	\$2,663,561	\$5,441,439
Expenditures	\$8,105,000	\$1,981,654	\$6,123,346
Difference	\$0	\$681,906	
* TOTALS			
Revenues	\$153,774,380	\$35,662,029	\$118,112,351
Expenditures	\$153,774,380	\$35,975,562	\$117,798,818
Difference	\$0	\$28,056	

**City of Moline
Major Revenue Projection
Summary Sheet
as of April 30, 2016**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$0	\$14,801,470	\$14,801,470	\$0	\$14,677,835	0.84%	\$14,801,470	0.00%
State Sales Tax	\$3,639,046	\$10,950,000	\$10,744,705	\$205,295	\$9,457,039	13.62%	\$10,950,000	0.00%
Water User Fees	\$2,572,093	\$8,145,870	\$8,145,870	\$0	\$7,735,554	5.30%	\$8,145,870	0.00%
Sewer User Fees	\$2,599,516	\$8,066,640	\$8,066,640	\$0	\$6,725,107	19.95%	\$8,066,640	0.00%
Home Rule Sales Tax	\$3,024,582	\$8,307,885	\$8,207,885	\$100,000	\$8,106,203	1.25%	\$8,307,885	0.00%
Income Tax	\$899,010	\$4,197,930	\$4,097,930	\$100,000	\$4,142,981	-1.09%	\$4,097,930	2.44%
Replacement Tax	\$962,973	\$2,674,900	\$2,674,900	\$0	\$2,389,920	11.92%	\$2,674,900	0.00%
Utility Taxes	\$1,021,419	\$2,687,500	\$3,037,500	(\$350,000)	\$3,014,491	0.76%	\$3,037,500	-11.52%
Food/Liquor Tax	\$726,197	\$2,266,565	\$2,266,565	\$0	\$2,016,801	0.00%	\$2,266,565	0.00%
Telecommunication Tax	\$437,627	\$1,387,330	\$1,387,330	\$0	\$1,636,428	-15.22%	\$1,387,330	0.00%
Total	\$15,882,463	\$63,486,090	\$63,430,795	\$55,295	\$59,902,359	5.89%	\$63,736,090	-0.39%

NOTE: State of Illinois is two months behind in remitting Income Tax payments.