



# MOLINE CITY COUNCIL AGENDA

Tuesday, October 25, 2016

6:30 p.m.

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

City Hall

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

619 16th Street

Moline, IL

## Call to Order

## Pledge of Allegiance

## Invocation – Alderman Parker

## 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		
Waldron		
Acri		
Mayor Raes		

## Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of October 18, 2016, September Financial Report and appointments made during Committee of the Whole on October 25, 2016.

## Second Reading Ordinances

### 1. Council Bill/General Ordinance 3027-2016

**An Ordinance amending General Ordinance No. 2002-04-06 approving a major change of a P.U.D. Plan (PC 01-18) located at 4011 38<sup>th</sup> Avenue, Moline.**

**Explanation:** In 2002, Quasual Niche, Inc. (“Developer”) made a request to the City for a sidewalk variance for property located at 4011 38<sup>th</sup> Avenue, for its development of Culver’s, Moline. General Ordinance No. 2002-04-6 approved a change to the City’s P.U.D. Plan by authorizing a variance to delay sidewalk installation in lieu of Developer’s payment to the City for future sidewalk installation at that location. The payment amount of \$11,160 was based upon standard sidewalk construction costs and was remitted to the City by Developer. Given the current reconstruction of 41<sup>st</sup> Street in the Culver’s location, City staff has determined that certain issues pose challenges to the sidewalk installation; those issues include but are not limited to drainage and underground telephone cable relocation, driveway removals or replacements to meet grade, and installation of utility poles. Staff therefore requested, and Developer agreed, that Developer’s payment in lieu of sidewalk installation be released for use of installation of sidewalks elsewhere in the City at the City’s discretion, and that Developer’s sidewalk variance for the 4011 38<sup>th</sup> Avenue location be granted as a permanent variance upon this ordinance amendment. Additional documentation attached.

**Fiscal Impact:** N/A

**Public Notice/Recording:** Law Department will record

## Resolutions

### 2. Council Bill/Resolution 1147-2016

**A Resolution amending the Sidewalk Variance Policy.**

**Explanation:** On October 17, 2000, the City Council passed Council Bill 00-278 which adopted a Sidewalk Variance Policy to guide the evaluation and consideration of requests for sidewalk installation variances for the City of Moline. The updated Sidewalk Waiver or Modification Policy will remove references to the former subdivision code and also provide options for an applicant to request 1) a temporary modification to delay installation of sidewalk; or 2) a permanent waiver and payment in-lieu of constructing sidewalk. The fee

payment for a permanent waiver will be based on actual and customary costs to construct an average sidewalk of the similar length as would have otherwise been installed at the applicable location and deposited into the City's sidewalk improvement fund for priorities elsewhere in the City. Additional documentation attached.

**Fiscal Impact:** N/A

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

**Omnibus Vote**

**Non - Consent Agenda**

**Resolutions**

**3. Council Bill/Resolution 1148-2016**

**A Resolution affirming Mayor's signature to the First Amendment to Lease Agreement between the City of Moline and Iowa Interstate Railroad, Ltd, the successor in interest to Heartland Rail Corporation.**

**Explanation:** On November 1, 1997, the City entered into a Lease Agreement with Heartland Rail Corporation, its successor now being Iowa Interstate Railroad, Ltd which was set to expire on October 31, 2022. On November 13, 2013 the City also entered into a Development Agreement with Moline Promenade Investors, LLC for development of the Multi-Modal Station. In order to fulfill the City's responsibilities under the Development Agreement, an extension of the Lease Agreement with Iowa Interstate Railroad is necessary to use railroad property as part of the construction and related development. Additional documentation attached.

**Fiscal Impact:** Lease payments as follows:

2016	\$15,210
2017-2020	\$18,000
2021-2025	\$20,000
2026-2030	\$23,000
2031-2035	\$26,000
2036-2040	\$29,000

**Public Notice/Recording:** 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)**

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

CB 1148-2016		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

Council Bill/General Ordinance No. 3027-2016

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

AN ORDINANCE

AMENDING General Ordinance No. 2002-04-06 approving a major change of a P.U.D. Plan (PC 01-18) located at 4011 38<sup>th</sup> Avenue, Moline.

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WHEREAS, in 2002, Quasual Niche, Inc. (“Developer”) made a request to the City for a sidewalk variance for property located at 4011 38<sup>th</sup> Avenue, for its development of Culver’s, Moline; and

WHEREAS, General Ordinance No. 2002-04-6, adopted April 16, 2002, approved a change to the City’s P.U.D. Plan by authorizing a variance to delay sidewalk installation in lieu of Developer’s payment to the City for future sidewalk installation at that location; and

WHEREAS, the payment amount of \$11,160 was based upon standard sidewalk construction costs and was remitted to the City by Developer; and

WHEREAS, given the current reconstruction of 41<sup>st</sup> Street in the Culver’s location, City staff has determined that certain issues pose challenges to the sidewalk installation; those issues include but are not limited to drainage and underground telephone cable relocation, driveway removals or replacements to meet grade, and installation of utility poles; and

WHEREAS, City staff therefore requested, and Developer agreed, that Developer’s payment in lieu of sidewalk installation be released for use of installation of sidewalks elsewhere in the City at the City’s discretion, and that Developer’s sidewalk variance for the 4011 38<sup>th</sup> Avenue location be granted as a permanent variance upon this ordinance amendment, pursuant to an executed letter agreement attached hereto as Exhibit A.

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

**Section 1** – That General Ordinance No. 2002-04-06 approving a major change of a P.U.D. Plan (PC 01-18) located at 4011 38<sup>th</sup> Avenue, Moline, is hereby amended by granting a permanent variance to sidewalk installation.

**Section 2** – That the payment of \$11,160 remitted by Quasual Niche, Inc. to the City in 2002 is hereby released for use of installation of sidewalks elsewhere in the City at the City’s discretion.

**Section 3** – That in all other respects, General Ordinance No. 2002-04-06 shall continue in full force and effect, shall not be repealed or superceded, and shall only be amended as set forth herein.

**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

August 4, 2016

### Law Department

619 16th Street  
Moline, Illinois  
61265

City Attorney  
(309) 524-2010

Deputy City Attorney  
(309) 524-2012

Legal Services  
Specialist  
(309) 524-2010

Legal Assistant  
(309) 524-2012

Rental Housing  
Inspection Coordinator/  
FOIA Officer  
(309) 524-2015

Neighborhood  
Improvement Officer  
(309) 524-2014

Neighborhood  
Improvement & Lead  
Assessment Specialist  
(309) 524-2016

Office Fax  
(309) 524-2020

Mr. Scott Davis  
Culver's of Davenport  
5320 Jersey Ridge Road  
P.O. Box 2255  
Davenport, IA 52809-2255

### Re: Culver's Moline

Dear Mr. Davis:

It was a pleasure speaking with you about the Planned Unit Development for Culver's in Moline and the current issue concerning the sidewalk variance that was granted there. As you may recall, in 2002, a change to the Planned Unit Development ("PUD") was approved by ordinance by the City of Moline after a request was made by your company, Quasual Niche, Inc. This change consisted of a sidewalk variance to delay installation of a sidewalk at your location to a later date in lieu of payment based on standard sidewalk construction costs. A copy of this ordinance is attached for your reference. Subsequently, payment of \$11,160 was made to the City for a future sidewalk at this location. The street, as you are certainly aware, is now under reconstruction, and City staff has considered the installation of a sidewalk at your location. It appears that the following issues remain:

- the drainage ditch and underground telephone cable there would have to be relocated;
- driveways would have to be removed or replaced to meet grade;
- additional right-of-way would be needed that would have potential impacts on private parking lots and other pavement areas; and
- MidAmerican Energy plans to install utility poles that would further obstruct and complicate the installation of a sidewalk from Culver's eastward to 41<sup>st</sup> Street.

Given these challenges, the City would respectfully request that the payment made for a sidewalk at Culver's in Moline be released for use for sidewalks in other parts of the City at the City's discretion. In return, the City would be willing to amend the ordinance to make the sidewalk variance granted for your property a permanent one given the challenges of installation that existed in 2002 and now.



Mr. Scott Davis  
Culver's of Davenport  
August 4, 2016  
Page 2 of 3

If you and your partner are agreeable to this resolution, please sign the below agreement before a notary and return it to me at your earliest convenience. I will then present an amendment to the ordinance to the City Council for approval.

**Law Department**

619 16th Street  
Moline, Illinois  
61265

**City Attorney**  
(309) 524-2010

**Deputy City Attorney**  
(309) 524-2012

**Legal Services  
Specialist**  
(309) 524-2010

**Legal Assistant**  
(309) 524-2012

**Rental Housing  
Inspection Coordinator/  
FOIA Officer**  
(309) 524-2015

**Neighborhood  
Improvement Officer**  
(309) 524-2014

**Neighborhood  
Improvement & Lead  
Assessment Specialist**  
(309) 524-2016

**Office Fax**  
(309) 524-2020

Very truly yours,

CITY OF MOLINE, ILLINOIS

By Maureen E Riggs  
Maureen E. Riggs  
City Attorney  
[mriggs@moline.il.us](mailto:mriggs@moline.il.us)

Copy via email:

Lew Steinbrecher, City Administrator  
Ray Forsythe, Planning & Development Director  
Shawn Christ, Land Development Manager

Enclosure

**Agreement**

Quasual Niche, Inc., an Illinois corporation doing business as Culver's Moline, Inc., hereby agrees that the \$11,160 payment that it made in 2002 to the City of Moline for a sidewalk at the Culver's located on 38th Avenue in Moline may be used by the City of Moline for sidewalk installation at another location in the City, at the City's discretion. This release of funds shall be effective only upon passage of an ordinance amending the prior ordinance that makes the sidewalk variance at this location permanent and that releases the payment to be used for sidewalks at another location to be determined by the City.

QUASUAL NICHE, INC.

By: Scott T. Davis  
Scott T. Davis, President

By: Mitchell F. Pencil  
Mitchell F. Pencil, Secretary



Council Bill/Resolution No. 1147-2016

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

A RESOLUTION

AMENDING the Sidewalk Variance Policy.

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WHEREAS, the City approved and adopted the Sidewalk Variance Policy to guide the evaluation and consideration of requests for sidewalk installation variances for the City of Moline on October 17, 2000 and approved Resolution No. 00-278; and

WHEREAS, staff has reviewed and proposed modifications to the Sidewalk Waiver or Modification Policy as well as the fee payment; and

WHEREAS, the updated Sidewalk Waiver or Modification Policy will remove references to the former subdivision code and also provide options for an applicant to request 1) a temporary modification to delay installation of sidewalk or 2) a permanent waiver and payment in-lieu of constructing sidewalk; and

WHEREAS, the fee payment for a permanent waiver will be based on actual and customary costs to construct an average sidewalk of the similar length as would have otherwise been installed at the applicable location and deposited into the City's sidewalk improvement fund for priorities elsewhere in the City; and

WHEREAS, the City Council has reviewed the updated Sidewalk Variance Policy.

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

That the City hereby approves the Sidewalk Variance Policy; provided, however, that said document is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

October 25, 2016

Date

Passed: October 25, 2016

Approved: November 1, 2016

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

Approved as to Form:

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

**CITY OF MOLINE  
SIDEWALK WAIVER OR MODIFICATION POLICY**

Sidewalks are a fundamental component of good land development. Sidewalks provide essential linkages between neighborhoods, allow for the safe movement of the pedestrian public, and contribute to the community’s health, safety, and welfare by enhancing those areas of the public realm. Sec. 35-4200, “PURPOSE AND INTENT,” of the Moline Zoning and Land Development Code (“Code”) states the following as specific objectives:

- To promote the orderly growth and development of the City; and
- To ensure the timely and coordinated provision of required transportation improvements, utilities and other public facilities and services to new subdivisions and developments.

Public Improvement Standards and Waiver/Modification Review Criteria

To meet the above objectives, the Code explicitly states: “Sidewalks must be installed on both sides of all public and private streets, except in cases where sidewalks are not allowed by IDOT. The sidewalk requirements are triggered as set forth in Sec. 35-4201 of the Code and other provisions, as applicable. Decision-making bodies are authorized to require the installation of sidewalks in other locations, such as at the end of permanent dead-end streets through private property when they determine that such sidewalks will create a logical and well connected pedestrian circulation system.” (Sec. 35-4218) Should an owner/developer not wish to install sidewalks when required, the owner/developer must apply for a waiver or modification. The approval criteria at Sec. 35-2211(d), states that “In order to be approved, the applicant must demonstrate that the requested waiver or modification:

1. Will not be detrimental to the public safety, health or welfare, or injurious to other property or improvements in the neighborhood in which the subject property is located;
2. Is the result of conditions that are unique to the subject property, and that these conditions are not self-created, and that the applicant had no knowledge of the impact of the regulations on the development of the property at the time of the property’s purchase.

A request for a waiver or modification to the sidewalk standards at Sec. 35-4218 shall be submitted in writing to the Department of Planning & Development. In addition to the conditions unique to the site, staff may consider the following to evaluate sidewalk waiver or modification requests:

- Topographic limitations
- Insufficient right-of-way

- Pedestrian safety
- The proximity of connection to the existing sidewalk network
- Planned future development or redevelopment of surrounding properties
- The classification and condition of the street and its construction (e.g. arterial with or without curb and gutter)
- Planned future street improvements

### Approval Procedure and Options

The request for waiver or modification may take one of two forms to be considered by the City. Upon completion of review by staff, the request shall be forwarded to the City Council which shall decide whether the waiver or modification should or should not be granted as stated in Sec. 35-2211(c) of the Code.

1. Temporary modification to delay installation of sidewalk. An approved modification allows the applicant and his/her successors to delay installation of a sidewalk or sidewalk component. The City Council reserves the right to require installation in accordance with current sidewalk standards at such time that it determines the unique conditions or circumstances which justified the temporary waiver or modification no longer exists.
2. Permanent waiver and payment in-lieu of constructing sidewalk. In certain situations where it may never be practical or desirable to require installation of a sidewalk, the owner/developer may apply for a permanent waiver or modification. Under this scenario, the owner/developer must pay an amount equal to the actual estimated total cost of installing the sidewalk for which the waiver or modification has been sought from the City. This payment in-lieu of construction would be deposited into the City's sidewalk improvement fund to be utilized to meet sidewalk priorities elsewhere in the City. The City Engineer shall determine an appropriate cost for the sidewalk in question for the purpose of the owner/developer making payment to said sidewalk fund. Such cost as determined by the City Engineer shall include material, labor, and other relevant, normal, and customary costs for an average sidewalk of similar length to that sidewalk that would have been required otherwise to be constructed elsewhere in the City. This permanent waiver or modification would be recorded against the property and would run with the land. The City Council reserves the right to install sidewalk at no expense to the owner/developer in the future at any location where a permanent waiver was granted.

Council Bill/Resolution No. 1148-2016

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

A RESOLUTION

AFFIRMING Mayor's signature to the First Amendment to Lease Agreement between the City of Moline and Iowa Interstate Railroad, Ltd, the successor in interest to Heartland Rail Corporation.

\_\_\_\_\_

WHEREAS, the City entered into a Lease Agreement with Heartland Rail Corporation on November 1, 1997, and approved Resolution No. 164-98 for use of railroad property; and

WHEREAS, the City entered into a Development Agreement with Moline Promenade Investors, LLC for development of the Multi-Modal Station on November 13, 2013 by way of approved Special Ordinance No. 4056-2013, on June 16, 2014, the First Amendment to the Development Agreement was executed by way of approved Special Ordinance No. 4027-2014 and on March 3, 2015, the Second Amendment and Restatement of Development Agreement was executed by way of approved Special Ordinance No. 4003-2015;

WHEREAS, it is necessary to extend the term of the original Lease Agreement in order to complete the City's responsibilities under the Development Agreement; and

WHEREAS, the City wishes to extend the term of the Lease Agreement to October 31, 2041; and

WHEREAS, the City must also maintain during the term of the Lease, a liability policy in a minimum amount of \$10,000,000 combined single limits for bodily injury or death to person or persons and property damage per occurrence, which coverage the City already has in place; and

WHEREAS, the First Amendment to the Lease Agreement is necessary to fulfill aspects of the Development Agreement that are intended to attract users to the Multi-Modal Station for transpiration purposes as well as for other commercial and retail opportunities, and to enhance the public health, safety, morals, and welfare, as related to the City and its residents.

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

That the Mayor's signature is hereby affirmed to the First Amendment to Lease Agreement between the City of Moline and Iowa Interstate Railroad, Ltd, the successor in interest to Heartland Rail Corporation; provided, however, that said First Amendment to Lease 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

October 25, 2016  
Date

Passed: October 25, 2016

Approved: November 1, 2016

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

Approved as to Form:

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

**IOWA INTERSTATE RAILROAD, LTD./CITY OF MOLINE, ILLINOIS  
FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into as of this 14 day of October, 2016, by and between the City of Moline, Illinois, a municipal corporation ("CITY" or "LESSEE") and Iowa Interstate Railroad, Ltd., ("RAILROAD" or "LESSOR"), the successor in interest to Heartland Rail Corporation.

**RECITALS**

WHEREAS, Heartland Rail Corporation, the predecessor in interest to RAILROAD, and CITY entered into a certain Lease Agreement dated November 1, 1997, pursuant to which CITY leased certain premises located in the City of Moline, County of Rock Island, State of Illinois, as more particularly described in the Lease Agreement;

WHEREAS the CITY and RAILROAD desire to amend and add certain other terms and conditions of the Lease Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties mutually agree as follows:

1. Recitals Incorporated; Certain Defined Terms. The recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Paragraph 1. Capitalized terms that are not otherwise defined herein shall be deemed to have the same meaning as ascribed to such terms in the Lease Agreement. As used herein, the "Lease Agreement" hereafter shall be deemed to mean the Lease, as amended by this Amendment.
2. Lessor. All references in the Lease Agreement to Heartland Rail Corporation as Lessor shall now apply to Iowa Interstate Railroad, Ltd.
3. Term. The term specified in the Lease Agreement is to expire on October 31, 2022. Lessor and Lessee agree to extend the term of the Lease through October 31, 2041, unless terminated as hereinafter provided.
4. Termination. The parties acknowledge that Lessor is a party to a Trackage Rights Agreement dated October 23, 1995, between RAILROAD, Burlington Northern Railroad Company, and SOO Line Railroad. Should Lessor receive notice that the Trackage Rights Agreement will be terminated or otherwise modified in a manner that necessitates Lessor's use of any part of the Premises or otherwise renders

Lessee's use of any part of the Premises impossible or impracticable for whatever reason, such notice shall operate to terminate the Lease Agreement. In addition, RAILROAD may terminate this lease should it require use of the Premises for railroad purposes. The parties acknowledge that these termination events may occur prior to the expiration of the lease term.

5. Use. Attached to the Lease Agreement is Exhibit A, which Exhibit A includes an "Exhibit of Lease Parcel No. 8." Attached hereto and incorporated herein by this reference is Exhibits A-1 and A-2 which depict and describe the real property subject to this Amendment. Use of this Parcel No. 8 as depicted and described in Exhibit A-1 and Exhibit A-2 is limited to those uses described and as depicted in Exhibit B-1 and B-2 attached hereto and incorporated herein by this reference, including the construction of a barrier depicted therein separating any railroad tracks from leased property.

6. Rent. Lessee shall pay as rent for the Premises on an annual basis in advance as follows:

2016	\$15,210.00
2017 – 2020	\$18,000.00
2021 – 2025	\$20,000.00
2026 – 2030	\$23,000.00
2031 – 2035	\$26,000.00
2036 – 2040	\$29,000.00

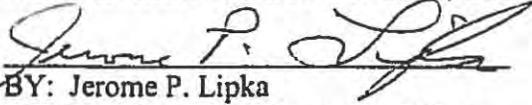
7. Insurance. Lessee shall maintain during the term of this Lease, a liability policy in a minimum amount of \$10,000,000.00 combined single limits for bodily injury or death to person or persons and property damage per occurrence. RAILROAD reserves the right to review and alter insurance limits throughout the term of the Lease Agreement at its sole discretion.

8. Reaffirmation of Terms. Except as expressly modified herein, all of the terms, covenants, and provisions of the Lease Agreement are hereby confirmed and ratified and shall remain unchanged and in full force and effect.

*[ Signatures to Appear on the Following Page ]*

Dated this 19 day of October, 2016

IOWA INTERSTATE RAILROAD, LTD.



BY: Jerome P. Lipka

ITS: President/Chief Executive Officer

Dated this 19 day of October, 2016.

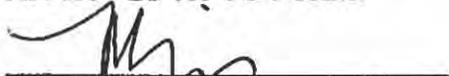
CITY OF MOLINE, ILLINOIS



BY:

ITS:

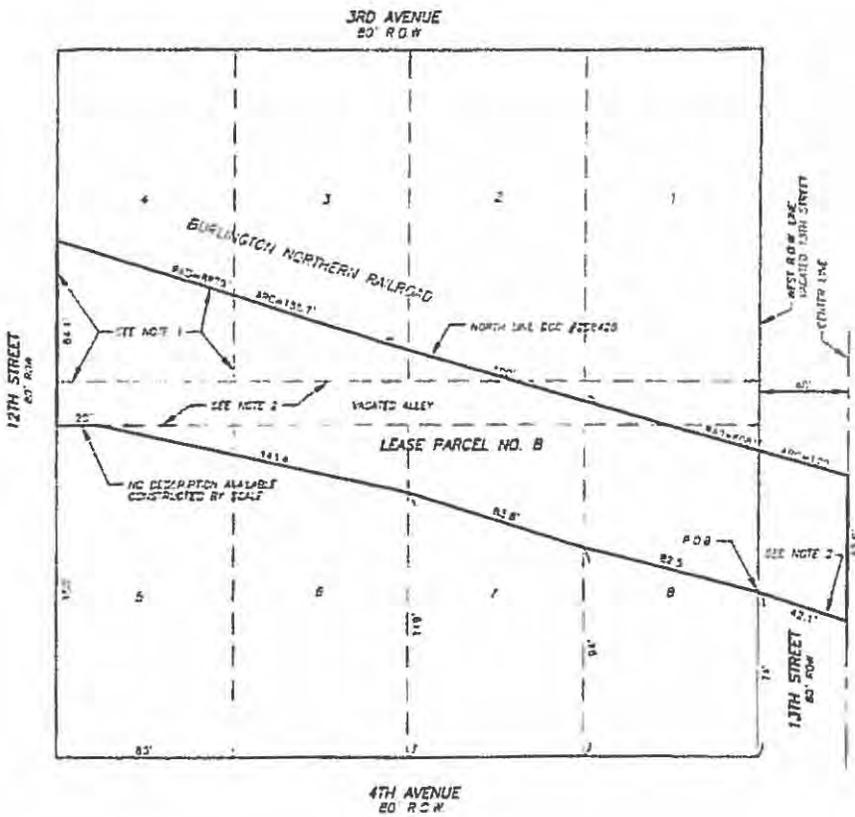
APPROVED AS TO FORM:



BY:

ITS: CITY ATTORNEY

**EXHIBIT OF LEASE PARCEL NO. B**  
 in Block 15 in the  
 Old Town of Moline  
 City of Moline  
 Rock Island County, Illinois



- NOTES**
- 1) PARCEL CONVEYED TO THE CHICAGO, ROCK ISLAND & PACIFIC RR COMPANY FROM DIERRE & CO FILED APR. 1, 1920 AS DOC #178925
  - 2) VACATION OF 13TH STREET AND ALLEY IN BLOCK 15 FILED JUNE 4, 1928 AS DOC #241171
  - 3) THIS EXHIBIT PREPARED FROM MAPS AND DEEDS OF RECORD AND DOES NOT REPRESENT A FIELD SURVEY

<b>PLAT &amp; SURVEY BY:</b> ROSE-ANDERSON PROFESSIONAL LAND SURVEYORS MOLINE, ILLINOIS PHONE: (309) 762-1218 FAX: (309) 762-1265		
CLIENT:	K&A INTEGRATE RECORDS 2200 INDUSTRIAL PARK ROAD MOLINE, ILL. 61704	
JOB NO. 12	DATE	SCALE
	8/23/97	1" = 40'
		SHEETS
		1 OF 2

**EXHIBIT**  
**A-1**

Lease Parcel 8

Part of Block Fifteen (15) in the Old Town of Holine, City of Melrose, Rock Island County, Illinois being more particularly described as follows:

Beginning at the Southwest corner of Lot Eight (8) in said Block Fifteen (15):

Thence, Northerly along the East line of said Lot Eight (8), a distance of 71 feet to the Point of Beginning;

Thence, Westerly 80.5 feet to a point in the West line of said Lot Eight (8), located 94 feet Northerly of the Southwest corner of said Lot Eight (8);

Thence, Westerly 83.8 feet to a point in the West line of Lot Seven (7), located 119 feet Northerly of the Southwest corner of said Lot Seven (7);

Thence, Westerly 143.4 feet to the South line of the platted alley in said Block Thirteen (13), said alley now being vacant;

Thence, Westerly along said South line 20 feet to the East line of Twelfth Street;

Thence, Northerly along said East line, 84.1 feet to the Northerly line of the premises conveyed to the Chicago, Rock Island and Pacific Railroad from Deere & Company filed April 3, 1911 as Document Number 266426;

Thence, Easterly along said North line and the North line of the premises conveyed to the Chicago, Rock Island and Pacific Railroad from the Chicago, Burlington & Quincy Railroad filed April 3, 1910 as Document Number 266429 said line being a curve concave to the South with a radius of 6,872 feet and arc length of 155.7 feet;

Thence, Easterly along the North line of said premises conveyed from the Chicago, Burlington & Quincy Railroad Company, 100 feet;

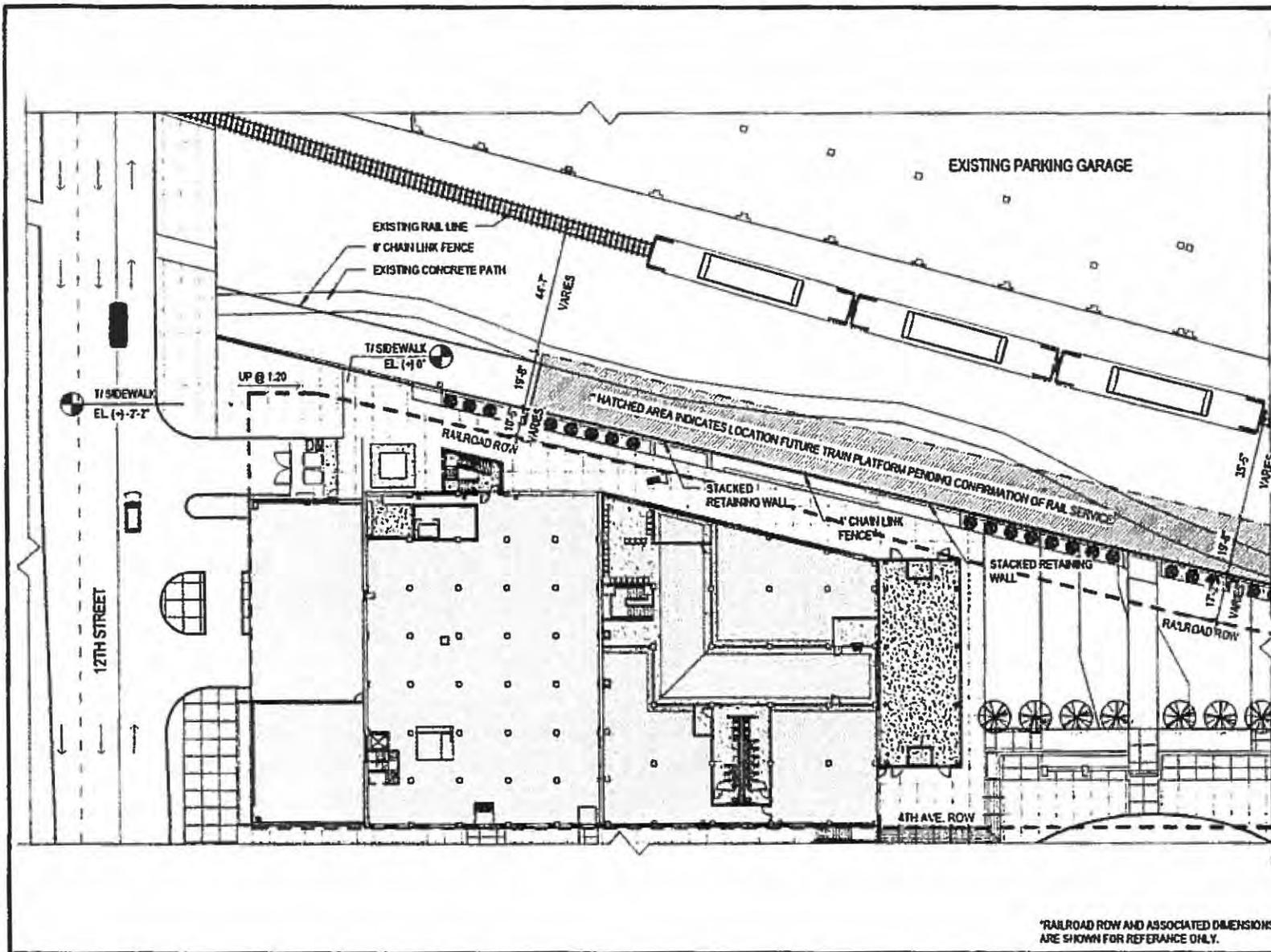
Thence, Easterly along said North line being a curve concave to the North with a radius of 7,091 feet and arc length of 170 feet to the center line of vacated Thirteenth Street;

Thence, South along said center line 61.9 feet;

Thence, Westerly 42.1 feet to the Point of Beginning;

It is the intent of this description to describe a portion of the premises aforesaid in this description from Deere & Company and the Chicago, Burlington and Quincy Railroad as well as the premises conveyed to the Chicago, Rock Island





\*RAILROAD ROW AND ASSOCIATED DIMENSIONS ARE SHOWN FOR REFERENCE ONLY.

**LEGATARCHITECTS**  
SUSTAINABILITY • PERFORMANCE • DESIGN

MetroLINK

**QUAD CITIES  
MULTI-MODAL  
STATION**

1205 - 1209 4th AVENUE  
MOLINE, IL 61265

Legat Architects

Studio Address Line 1  
Studio Address Line 2  
P. 302.332.3333  
F. 302.332.3333  
www.legat.com

1/32" = 1'-0"



PARTIAL SITE PLAN

PROJECT NUMBER 212028.00  
DATE OF ISSUE 12.17.15

R-001

EXHIBIT

B-1

LEGAT

LEGATARCHITECTS  
SUSTAINABILITY | PERFORMANCE | DESIGN

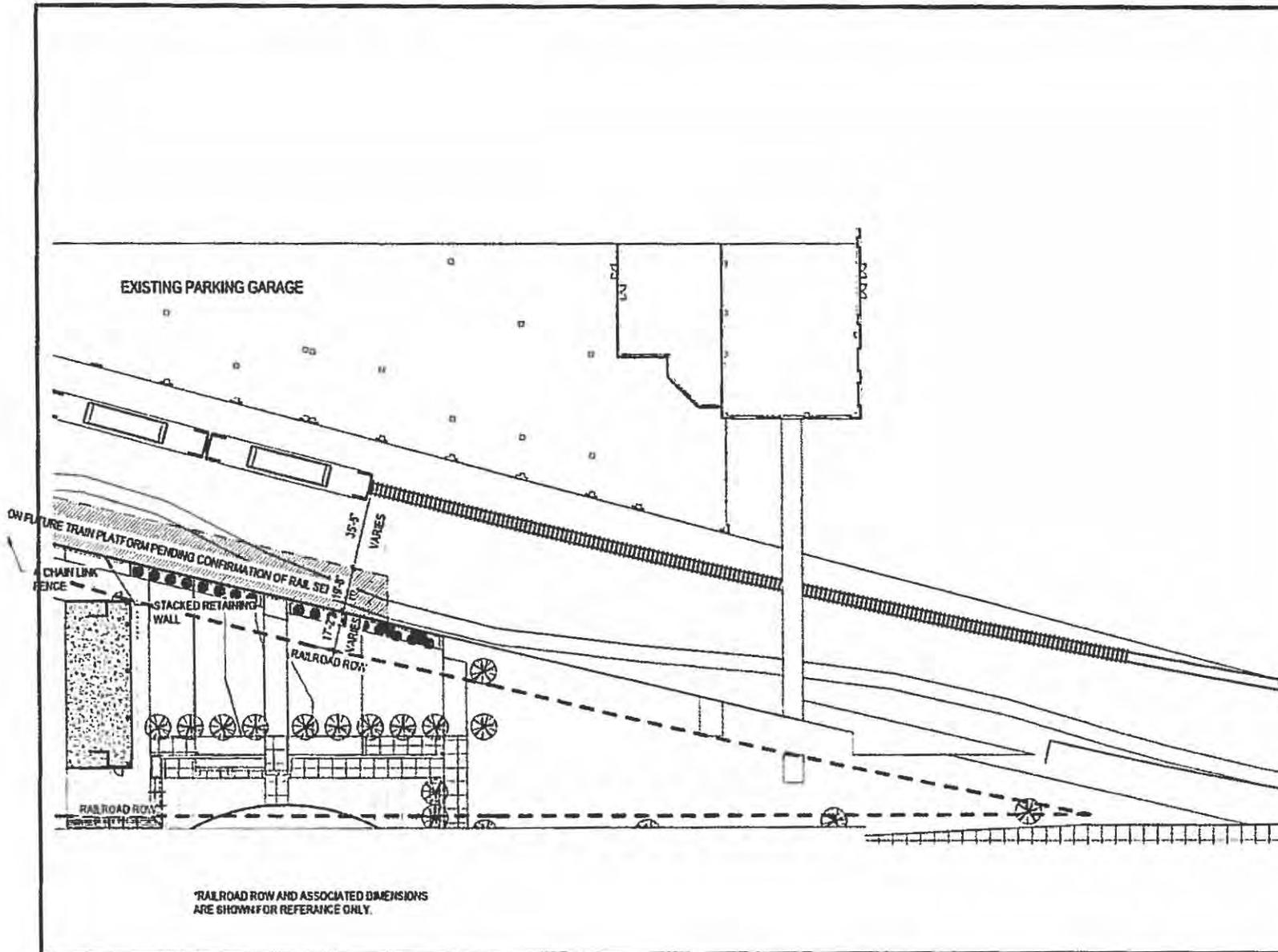
MetroLINK

QUAD CITIES  
MULTI-MODAL  
STATION

1205 - 1209 4th AVENUE  
ST. LOUIS, MO 63102

Legat Architects

Studio Address Line 1  
Studio Address Line 2  
P. 314.355.5533  
F. 314.355.5533  
www.legat.com



RAILROAD ROW AND ASSOCIATED DIMENSIONS  
ARE SHOWN FOR REFERENCE ONLY.

1" = 40'-0"



PARTIAL SITE PLAN

PROJECT NUMBER 212028.00  
DATE OF ISSUE 12.17.15

R-001

EXHIBIT

tabbies

B-2

# **City of Moline**

September 2016  
Financial Report

CITY OF MOLINE  
SUMMARY OF REVENUE AND EXPENDITURES  
AS OF 09/30/2016

	BUDGET	YTD ACTUAL	VARIANCE
<b>GENERAL FUND</b>			
Revenues	\$43,792,860	\$32,270,312	\$11,522,548
Expenditures	\$43,792,860	\$31,455,544	\$12,337,316
Difference	\$0	\$814,768	
<b>GENERAL TRUST FUND</b>			
Revenues	\$447,000	\$382,459	\$64,541
Expenditures	\$447,000	\$206,458	\$240,542
Difference	\$0	\$176,001	
<b>SFOOR GRANT</b>			
Revenues	\$0	\$591	(\$591)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$591	
<b>TOURISM FUND</b>			
Revenues	\$160,000	\$108,687	\$51,313
Expenditures	\$160,000	\$0	\$160,000
Difference	\$0	\$108,687	
<b>LEAD GRANT</b>			
Revenues	\$843,830	\$477,214	\$366,616
Expenditures	\$843,830	\$518,201	\$325,629
Difference	\$0	(\$40,987)	
<b>HOMEBUYER TRUST GRANT</b>			
Revenues	\$1,395	\$86,239	(\$84,844)
Expenditures	\$1,395	(\$43)	\$1,438
Difference	\$0	\$86,282	
<b>EMERGENCY REPAIR GRANT</b>			
Revenues	\$30,740	\$21,709	\$9,031
Expenditures	\$30,740	\$0	\$30,740
Difference	\$0	\$21,709	
<b>ABANDONED PROP PROGRAM</b>			
Revenues	\$0	\$21,682	(\$21,682)
Expenditures	\$0	\$9,383	(\$9,383)
Difference	\$0	\$12,299	
<b>NSP2 GRANT</b>			
Revenues	\$77,080	\$167,224	(\$90,144)
Expenditures	\$77,080	\$32,294	\$44,786
Difference	\$0	\$134,930	
<b>AG GRANT</b>			
Revenues	\$150,000	\$80,000	\$70,000
Expenditures	\$150,000	\$255,619	(\$105,619)
Difference	\$0	(\$175,619)	

	BUDGET	YTD ACTUAL	VARIANCE
<b>BLIGHT REDUCTION PROGRAM</b>			
Revenues	\$350,000	\$0	\$350,000
Expenditures	\$350,000	\$74,340	\$275,660
Difference	\$0	(\$74,340)	
<b>LIBRARY FUND</b>			
Revenues	\$3,317,025	\$2,625,640	\$691,385
Expenditures	\$3,317,025	\$2,169,847	\$1,147,178
Difference	\$0	\$455,793	
<b>PARK FUND</b>			
Revenues	\$3,753,090	\$3,201,856	\$551,234
Expenditures	\$3,753,090	\$2,582,557	\$1,170,533
Difference	\$0	\$619,299	
<b>MOTOR FUEL TAX FUND</b>			
Revenues	\$4,819,440	\$827,140	\$3,992,300
Expenditures	\$4,819,440	\$1,138,014	\$3,681,426
Difference	\$0	(\$310,874)	
<b>COMMUNITY DEVELOPMENT</b>			
Revenues	\$661,740	\$543,044	\$118,696
Expenditures	\$661,740	\$276,162	\$385,578
Difference	\$0	\$266,882	
<b>REVOLVING LOAN FUND</b>			
Revenues	\$222,375	\$15,481	\$206,894
Expenditures	\$222,375	\$0	\$222,375
Difference	\$0	\$15,481	
<b>TAX INCREMENTAL FINANCING #1</b>			
Revenues	\$3,284,925	\$2,206,656	\$1,078,269
Expenditures	\$3,284,925	\$372,882	\$2,912,043
Difference	\$0	\$1,833,774	
<b>TAX INCREMENTAL FINANCING #2</b>			
Revenues	\$237,950	\$177,294	\$60,656
Expenditures	\$237,950	\$51,703	\$186,248
Difference	\$0	\$125,591	
<b>TAX INCREMENTAL FINANCING #3</b>			
Revenues	\$56,015	\$54,028	\$1,987
Expenditures	\$56,015	\$62,022	(\$6,007)
Difference	\$0	(\$7,994)	
<b>TAX INCREMENTAL FINANCING #4</b>			
Revenues	\$416,620	\$160,715	\$255,905
Expenditures	\$416,620	\$169,268	\$247,352
Difference	\$0	(\$8,553)	
<b>TIF #5 KONE CENTRE</b>			
Revenues	\$495,035	\$115,146	\$379,889
Expenditures	\$495,035	\$0	\$495,035
Difference	\$0	\$115,146	

	BUDGET	YTD ACTUAL	VARIANCE
<b>TIF #6 MOLINE PL PHASE II</b>			
Revenues	\$175,435	\$28,000	\$147,435
Expenditures	\$175,435	\$118,790	\$56,645
Difference	\$0	(\$90,790)	
<b>TIF #7 BUSINESS PARK</b>			
Revenues	\$5,976,175	\$4,451	\$5,971,724
Expenditures	\$5,976,175	\$1,798,576	\$4,177,599
Difference	\$0	(\$1,794,125)	
<b>TIF #9 Route 150</b>			
Revenues	\$8,055	\$5,306	\$2,749
Expenditures	\$8,055	\$0	\$8,055
Difference	\$0	\$5,306	
<b>TIF #8 MALL AREA</b>			
Revenues	\$35,000	\$3,847	\$31,153
Expenditures	\$35,000	\$0	\$35,000
Difference	\$0	\$3,847	
<b>TIF #10 Health Park</b>			
Revenues	\$141,375	\$106,917	\$34,458
Expenditures	\$141,375	\$0	\$141,375
Difference	\$0	\$106,917	
<b>SPECIAL SERVICE AREA #5</b>			
Revenues	\$177,485	\$89,727	\$87,758
Expenditures	\$177,485	\$74,721	\$102,764
Difference	\$0	\$15,006	
<b>SPECIAL SERVICE AREA #6</b>			
Revenues	\$258,415	\$204,450	\$53,965
Expenditures	\$258,415	\$127,181	\$131,234
Difference	\$0	\$77,268	
<b>TIF #11 MULTI MODAL</b>			
Revenues	\$3,087,525	\$0	\$3,087,525
Expenditures	\$3,087,525	\$180,745	\$2,906,780
Difference	\$0	(\$180,745)	
<b>TIF #12 RIVERBEND COMMONS</b>			
Revenues	\$147,740	\$2,723	\$145,017
Expenditures	\$147,740	\$137,736	\$10,004
Difference	\$0	(\$135,012)	
<b>TIF #13 MOLINE CENTRE</b>			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$356,796	(\$356,796)
Difference	\$0	(\$356,796)	
<b>WATER FUND</b>			
Revenues	\$9,761,615	\$6,774,285	\$2,987,330
Expenditures	\$9,761,615	\$6,686,570	\$3,075,045
Difference	\$0	\$87,715	

	BUDGET	YTD ACTUAL	VARIANCE
<b>WPC FUND</b>			
Revenues	\$27,022,650	\$16,275,115	\$10,747,535
Expenditures	\$27,022,650	\$12,557,285	\$14,465,365
Difference	\$0	\$3,717,830	
<b>STORMWATER UTILITY</b>			
Revenues	\$1,017,175	\$767,460	\$249,715
Expenditures	\$1,017,175	\$666,644	\$350,531
Difference	\$0	\$100,816	
<b>FIRE PENSION</b>			
Revenues	\$7,631,375	\$4,171,568	\$3,459,807
Expenditures	\$7,631,375	\$3,532,544	\$4,098,831
Difference	\$0	\$639,024	
<b>REHER ART GALLERY</b>			
Revenues	\$50,500	\$1	\$50,499
Expenditures	\$50,500	\$3,300	\$47,200
Difference	\$0	(\$3,299)	
<b>PERPETUAL CARE FUND</b>			
Revenues	\$13,520	\$15,531	(\$2,011)
Expenditures	\$13,520	\$0	\$13,520
Difference	\$0	\$15,531	
<b>PARK/CEMETERY GIFTS</b>			
Revenues	\$12,000	\$31,726	(\$19,726)
Expenditures	\$12,000	\$35,874	(\$23,874)
Difference	\$0	(\$4,148)	
<b>FOREIGN FIRE INS TAX</b>			
Revenues	\$48,000	\$0	\$48,000
Expenditures	\$48,000	\$48,945	(\$945)
Difference	\$0	(\$48,945)	
<b>POLICE PENSION</b>			
Revenues	\$7,082,030	\$3,438,018	\$3,644,012
Expenditures	\$7,082,030	\$2,807,741	\$4,274,289
Difference	\$0	\$630,276	
<b>LIBRARY TRUST</b>			
Revenues	\$80,000	\$304,834	(\$224,834)
Expenditures	\$80,000	\$195,593	(\$115,593)
Difference	\$0	\$109,241	
<b>HEALTH BENEFIT FUND</b>			
Revenues	\$7,181,240	\$4,864,233	\$2,317,007
Expenditures	\$7,181,240	\$6,483,969	\$697,271
Difference	\$0	(\$1,619,736)	
<b>OPEB RETIREMENT FUND</b>			
Revenues	\$500,000	\$521,879	(\$21,879)
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$521,879	

	BUDGET	YTD ACTUAL	VARIANCE
<b>INFORMATION TECHNOLOGY</b>			
Revenues	\$1,289,090	\$812,535	\$476,555
Expenditures	\$1,289,090	\$1,104,796	\$184,294
Difference	\$0	(\$292,261)	
<b>PUBLIC SAFETY EQUIPMENT</b>			
Revenues	\$208,025	\$365,164	(\$157,139)
Expenditures	\$208,025	\$46,053	\$161,972
Difference	\$0	\$319,110	
<b>LIABILITY FUND</b>			
Revenues	\$3,932,920	\$2,014,987	\$1,917,933
Expenditures	\$3,932,920	\$1,983,857	\$1,949,063
Difference	\$0	\$31,130	
<b>FACILITIES MANAGEMENT</b>			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
<b>FLEET SERVICES</b>			
Revenues	\$4,771,095	\$3,333,195	\$1,437,900
Expenditures	\$4,771,095	\$2,825,838	\$1,945,258
Difference	\$0	\$507,357	
<b>SANITATION FUND</b>			
Revenues	\$2,445,535	\$1,924,884	\$520,651
Expenditures	\$2,445,535	\$1,693,755	\$751,780
Difference	\$0	\$231,129	
<b>DEBT. SERVICE FUND</b>			
Revenues	\$3,100,000	\$1,827,305	\$1,272,695
Expenditures	\$3,100,000	\$1,827,305	\$1,272,695
Difference	\$0	\$0	
<b>2007 ESCROW ACCOUNT</b>			
Revenues	\$144,000	\$140,010	\$3,990
Expenditures	\$144,000	\$144,000	\$0
Difference	\$0	(\$3,990)	
<b>CAPITAL IMPROVEMENT FUND</b>			
Revenues	\$8,346,215	\$5,745,087	\$2,601,128
Expenditures	\$8,346,215	\$4,213,035	\$4,133,180
Difference	\$0	\$1,532,052	
<b>* TOTALS</b>			
Revenues	\$157,761,310	\$97,316,354	\$60,444,956
Expenditures	\$157,761,310	\$89,025,899	\$68,735,411
Difference	\$0	\$8,647,251	

**City of Moline  
Major Revenue Projection  
Summary Sheet  
as of September 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	\$11,265,850	<b>\$14,801,470</b>	\$14,801,470	<b>\$0</b>	\$14,677,835	0.84%	\$14,801,470	0.00%
State Sales Tax	\$8,002,496	<b>\$10,944,705</b>	\$10,744,705	<b>\$200,000</b>	\$9,457,039	13.62%	\$10,944,705	0.00%
Water User Fees	\$5,953,592	<b>\$8,145,870</b>	\$8,145,870	<b>\$0</b>	\$7,735,554	5.30%	\$8,145,870	0.00%
Sewer User Fees	\$5,924,316	<b>\$8,066,640</b>	\$8,066,640	<b>\$0</b>	\$6,725,107	19.95%	\$8,066,640	0.00%
Home Rule Sales Tax	\$6,559,523	<b>\$8,707,885</b>	\$8,207,885	<b>\$500,000</b>	\$8,106,203	1.25%	\$8,707,885	0.00%
Income Tax	\$3,156,485	<b>\$4,231,930</b>	\$4,097,930	<b>\$134,000</b>	\$4,142,981	-1.09%	\$4,231,930	0.00%
Replacement Tax	\$1,832,817	<b>\$2,363,900</b>	\$2,674,900	<b>(\$311,000)</b>	\$2,389,920	11.92%	\$2,323,900	1.72%
Utility Taxes	\$2,101,709	<b>\$2,654,500</b>	\$3,037,500	<b>(\$383,000)</b>	\$3,014,491	0.76%	\$2,615,500	1.49%
Food/Liquor Tax	\$1,673,246	<b>\$2,206,565</b>	\$2,266,565	<b>(\$60,000)</b>	\$2,016,801	0.00%	\$2,237,565	-1.39%
Telecommunication Tax	\$924,362	<b>\$1,241,330</b>	\$1,387,330	<b>(\$146,000)</b>	\$1,636,428	-15.22%	\$1,221,330	1.64%
<b>Total</b>	<b>\$47,394,396</b>	<b>\$63,364,795</b>	<b>\$63,430,795</b>	<b>(\$66,000)</b>	<b>\$59,902,359</b>	<b>5.89%</b>	<b>\$63,296,795</b>	<b>0.11%</b>

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