



MOLINE CITY COUNCIL AGENDA

Tuesday, February 7, 2012

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

ROLL CALL

CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council Meeting Minutes of January 24, 2012 and December 2011 Financial Report.

RESOLUTIONS

1. Council Bill/Resolution 1126-2012

A Resolution authorizing the Mayor and Police Chief to execute an Equitable Sharing Agreement and Certification between the Federal Government and the Moline Police Department, setting forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating agencies.

EXPLANATION: The federal government requires that the police department annually enter into a formal agreement and provide certification of receipts and expenditures of federal forfeiture funds and property.

FISCAL IMPACT: Allows receipt of federal forfeiture funds and property.

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Resolution 1127-2012

A Resolution amending Resolution No. 1198-2011, the budget for Fiscal Year 2012, for the police department by temporarily increasing the authorized strength for sworn personnel from 81 to 82.

EXPLANATION: Staff is asking to temporarily increase the authorized strength in the police department by one additional police officer position to replace an officer who has submitted formal letter of intent to retire April 30, 2012. Hiring the replacement officer now will allow enrollment in the next basic police academy. Any cost will be absorbed in the current budget; no additional funding is requested.

FISCAL IMPACT: Not budgeted. Any costs incurred will be absorbed in the existing police budget.

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Resolution 1128-2012

A Resolution authorizing the Utilities General Manager to accept a proposal from Tank Industry Consultants Inc., to provide professional engineering services for the 17th Avenue Tank Rehabilitation Project, in an amount not to exceed \$60,000.00.

EXPLANATION: Specialized professional engineering services are required to ensure that the rehabilitation of the 17th Avenue elevated water storage tank is successfully completed.

FISCAL IMPACT: \$700,000.00 is included in the FY2012 water budget for this project: \$50,000.00 in 310-1718-434.03-23 and \$650,000.00 in 310-1718-434.08-45.

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1129-2012

A Resolution authorizing the Mayor and City Clerk to approve a Term Sheet for the City of Moline to negotiate exclusively with IDP ILLINOIS ACQUISITION COMPANY, LLC, regarding the purchase and redevelopment of Moline Place Phase II/Hawk Hollow Redevelopment Project Area.

EXPLANATION: IDP Illinois Acquisition Company, LLC and the City mutually desire to develop vacant land at the Southwest Corner of 5th Avenue and 6th Street known as the Moline Place Phase II/Hawk Hollow Redevelopment Project Area. It is necessary to provide purchase terms and certain financial and economic incentives to ensure the extension of public infrastructure and development of this undeveloped land to facilitate and stimulate new private sector investment. IDP is seeking time to complete due diligence on the site as well as prepare preliminary site plans and pro formas related to the development potential of the site. Approval of this resolution will authorize execution of the Term Sheet and authorize staff to negotiate exclusively with IDP for the project.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

RESOLUTIONS

5. Council Bill/Resolution 1130-2012

A Resolution supporting a grant application to the Illinois Housing Development Authority (IHDA) for FY 2012 – 2014 Single Family Owner Occupied Rehabilitation grant program in the amount of \$500,000.00 and authorizing staff to do all things necessary to submit said grant application on behalf of the City of Moline and to work cooperatively with landlords and tenants, in accord with the IHDA application guidelines and requirements.

EXPLANATION: The City of Moline Planning and Development Department will apply for \$500,000.00 in Single Family Owner Occupied Rehabilitation grant funding through the Illinois Housing Development Authority. The scope of the grant includes the rehabilitation of single family owner occupied housing in the City. The program serves qualified low to moderate income individuals and families that own their home. This grant will allow the City to continue to provide safe and affordable housing to low income residents.

OMNIBUS VOTE		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Mayor Welvaert		

CB 1130		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Mayor Welvaert		

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1131-2012

A Resolution supporting a grant application to the Illinois Housing Development Authority (IHDA) for FY 2012 – 2014 Small Rental Property Grant Program in the amount of \$469,970.00 and authorizing staff to do all things necessary to submit said grant application on behalf of the City of Moline and to work cooperatively with landlords and tenants, in accord with the IHDA application guidelines and requirements.

EXPLANATION: The City of Moline Planning and Development Department will to apply for \$469,970.00 in Small Rental Property Program grant funding through the Illinois Housing Development Authority. The scope of the grant includes the rehabilitation of small rental properties (2 to 4 units per building) in the City. The program serves units that house qualified low to moderate income individuals and families. The units must be available to income qualified tenants for the term of five years after the rehabilitation is completed. This grant will allow the City to continue to provide safe and affordable housing to low income residents.

CB 1131		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Mayor Welvaert		

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

FIRST READING ORDINANCES

7. Council Bill/Special Ordinance 4005-2012

A Special Ordinance accepting a Deed of Dedication from the City of Moline granting a Permanent Utility Easement at 8805 Knoxville Road for the Case Creek Residential Development as limited and described herein.

EXPLANATION: The City of Moline requests acceptance of a deed of dedication granting a permanent utility easement at 8805 Knoxville Road, Parcels 11-64, 11-64-C, 11-68. The Village of Milan has already installed sanitary sewer mains across the property. This easement is required to allow the municipalities to maintain the sanitary sewer in the future, as well as any other future utilities that are placed in the easement.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Planning & Development will Record at County Recorder’s Office.

8. Council Bill/General Ordinance 3004-2012

An Ordinance adopting and approving the extension of Tax Increment Allocation Financing for the One Moline Place Redevelopment Project Area.

EXPLANATION: The State Legislature has approved the extension of TIF #2 One Moline Place for an additional twelve years, from October 27, 2021 to October 27, 2033. The TIF Act requires that the City Council adopt an Ordinance extending the Tax Increment Financing District. The extension will allow the City to recoup costs expended on the redevelopment project which are eligible for reimbursement under the Act.

FISCAL IMPACT: Additional Tax Increment Finance funds.

PUBLIC NOTICE/RECORDING: Planning & Development will Record at County Recorder’s Office.

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

Members of the public are permitted to speak after first stating their name and address.

EXECUTIVE SESSION

City Council and Committee Meetings Schedule February 6-10, 2012

(dates and times are subject to change with notification)

The next regularly scheduled City Council meeting will be February 14, 2012.

COMMITTEE	DAY	DATE	TIME	LOCATION
Traffic Committee	Tuesday	February 7	1:30 p.m.	Public Works Building Conference Room 3635-4 th Avenue
Committee-of-the-Whole with City Council immediately following	Tuesday	February 7	6:30 p.m.	City Hall Council Chambers-2 nd Floor 619-16 th Street
Park Board – Marketing Committee	Wednesday	February 8	9:00 a.m.	Public Works Building Conference Room 3635-4 th Avenue
Plan Commission	Wednesday	February 8	4:00 p.m.	City Hall Council Chambers-2 nd Floor 619-16 th Street
Library Board	Thursday	February 9	12:00 p.m.	Moline Public Library Platinum Room 3210-41 st Street
Keep Moline Beautiful Commission	Thursday	February 9	4:30 p.m.	Public Works Building Conference Room 3635-4 th Avenue

Any person with disabilities who wishes to attend the meeting who requires a special accommodation in attending the meeting, should notify the City Administrator's Office, 524-2003, at least 24 hours prior to the scheduled meeting.

Council Bill/Resolution No. 1126-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and Police Chief to execute an Equitable Sharing Agreement and Certification between the Federal Government and the Moline Police Department to accept the terms for participation in the Equitable Sharing Program and certify all receipts and expenditures of federal forfeiture funds during the last fiscal year.

WHEREAS, the police department is occasionally awarded funds and/or property through federal forfeiture proceedings; and

WHEREAS, the Department of Justice mandates any law enforcement agency participating in the federal forfeiture equitable sharing program to enter into a formal Equitable Sharing Agreement and Certification on an annual basis; and

WHEREAS, the period of the agreement is January 1, 2012 through December 31, 2012.

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

That the Mayor and Police Chief are hereby authorized to execute the Equitable Sharing Agreement and Certification between the Federal Government and the City of Moline Police Department, accepting the terms for participation in the Equitable Sharing Program and certifying all receipts and expenditures of federal forfeiture funds during the last fiscal year, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 7, 2012

Date

Passed: February 7, 2012

Approved: February 14, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- Police Department
 Sheriff's Office
 Task Force (Complete Table A, page 2)
 Prosecutor's Office
 Other (specify) _____

Agency Name: Moline Police Department

NCIC/ORI/Tracking Number:

I	L	0	8	1	0	6	0	0
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Street Address: 1640 - 6th Avenue

City: Moline State: IL Zip: 61265

Contact: Title: Ms. First: Jody Last: Walker

Contact: Phone: (309) 524-2230 E-mail: jwalker@moline.il.us

Same as Contact Preparer: First: Jody Last: Walker

Preparer: Phone: (309) 524-2230 E-mail: jwalker@moline.il.us

Last Fiscal Year End: 12/31/2011 Agency Current Fiscal Year Budget: \$13,771,920.00

- New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)
 Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)
 Amended Form: Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$25,589.01	\$0.00
2	Federal Sharing Funds Received	\$4,675.85	\$0.00
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	\$0.00	\$0.00
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>	\$2.51	\$0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$30,267.37	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$8,620.73	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$21,646.64	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

Summary of Shared Monies Spent		Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i>	\$0.00	\$0.00
b	Total spent on overtime	\$0.00	\$0.00
c	Total spent on informants, "buy money," and rewards	\$0.00	\$0.00
d	Total spent on travel and training	\$0.00	\$0.00
e	Total spent on communications and computers	\$6,956.88	\$0.00
f	Total spent on weapons and protective gear	\$1,663.85	\$0.00
g	Total spent on electronic surveillance equipment	\$0.00	\$0.00
h	Total spent on buildings and improvements	\$0.00	\$0.00
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	Total	\$8,620.73	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____		

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Operations Unit, 1400 New York Avenue, N.W., Tenth Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

See ¶ 2 on page

Signature: _____
Name: Kim Hankins
Title: Chief of Police
Date: 02/07/2012

Governing Body Head

See ¶ 2 on page

Signature: _____
Name: Donald Welvaert
Title: Mayor
Date: 02/07/2012

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

khankins@moline.il.us

jwalker@moline.il.us

Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: E-mail the XML file to aca.submit@usdoj.gov
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

FY End: 12/31/2011

NCIC: IL0810600

State: IL Contact: Jody Walker



Date Printed: January 19, 2012 16:34

Agency: Moline Police Department

Phone: (309) 524-2230

E-mail: jwalker@moline.il.us

Council Bill/Resolution No. 1127-2012

Sponsor: _____

A RESOLUTION

AMENDING Resolution No. 1198-2011, the budget for Fiscal Year 2012 for the police department, by temporarily increasing the authorized strength for sworn personnel from 81 to 82.

WHEREAS, the police department budget authorizes 81 sworn positions; and

WHEREAS, a police lieutenant has submitted his letter of intent to retire on April 30, 2012; and

WHEREAS, a six-month training period is required to prepare a newly hired officer to assume solo patrol duties and become part of the manpower level available for use; and

WHEREAS, hiring one additional officer now will allow the training process to commence in preparation for replacement of the vacancy resulting from the retirement; and

WHEREAS, the position will be eliminated through attrition, and any additional costs incurred will be absorbed in the existing police budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS AS FOLLOWS:

That Resolution No. 1198-2011, which adopted a budget for Fiscal Year 2012, is hereby amended by temporarily increasing the authorized strength for sworn personnel to 81 to 82.

BE IT FURTHER RESOLVED that authority is given the Mayor, City Administrator, and Police Chief to make these changes.

CITY OF MOLINE, ILLINOIS

Mayor
January 24, 2012

Date

Passed: January 24, 2012

Approved: February 7, 2012

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No.: 1128-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Utilities General Manager to accept a proposal from Tank Industry Consultants Inc., to provide professional engineering services for the 17th Avenue Tank Rehabilitation Project, in an amount not to exceed \$60,000.00.

WHEREAS, specialized professional engineering services are required to ensure that the rehabilitation of the 17th Street elevated water storage tank is successfully completed; and

WHEREAS, Tank Industry Consultants Inc. has submitted a proposal for said professional engineering services; and

WHEREAS, sufficient funds are budgeted for the required professional engineering services; and

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

That the Utilities General Manager is hereby authorized to accept a proposal from Tank Industry Consultants Inc., to provide professional engineering services for the 17th Avenue Tank Rehabilitation Project, in an amount not to exceed \$60,000.00; provided said proposal is substantially similar in form and content to Exhibit "A," attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

TIC
TANK
INDUSTRY
CONSULTANTS
INC.

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 - FAX

Bolingbrook, Illinois
630 / 226-0745

Pittsburgh, Pennsylvania
412 / 262-1586

Houston, Texas
281 / 367-3511

June 24, 2011
Revised and Resubmitted January 10, 2012

Mr. Gregory A. Swanson
City of Moline
30 18th Street
Moline, Illinois 61265-3053

RE: Professional Services associated with the Rehabilitation of the
750,000 Gallon 17th Avenue Elevated Water Storage Tank
TIC Project # H890.003

Dear Greg:

As you requested, Tank Industry Consultants is pleased to provide this revised proposal for engineering and inspection services associated with the rehabilitation of the 17th Avenue Tank. The proposal has been revised to reflect 2012 hourly rates for time and expenses services. If a complete clean and paint of the exterior is the selected alternative, the project should take approximately 110 calendar days. I have revised the construction phase service estimates to reflect the project duration for the topcoating option.

The tank was evaluated by Tank Industry Consultants in October of 2008. If the City would like to consider topcoating the tank exterior, we recommend that adhesion tests be performed on the exterior coatings to verify that the adhesion is still adequate to accept a topcoat. The fee for TIC to visit the tank site to perform the adhesion testing and prepare a brief letter report of the results will be a fixed \$1,650. If the City plans to completely clean and paint the exterior of the tank, this site visit and testing will not be required.

For budgetary purposes, we recommend that you increase the cleaning and painting costs provided in the 2008 certified engineering report by about 20% to allow for price increases in the ensuing years. If the tank can be out of service during the summer months, it is likely you would obtain the most competitive pricing from contractors for work then when a majority of tank owners cannot take their tanks out of service for rehabilitation. Within the project specifications, we can include alternative bid items for spring and summer work so you can evaluate the impact on your budget and system.

An Employee-Owned Company

Preparation of Specifications

This phase will encompass the design and preparation of the detailed plans and specifications based on the work authorized by the City of Moline. TIC will review the evaluation report with you and discuss in detail the most appropriate scope of work within your budgetary constraints. Based on the findings of the 2008 evaluation, it appears that the following is the anticipated scope of work:

- Spot Clean and Topcoat the Tank Exterior (if adhesion of the existing coating is still satisfactory) with Containment
- Spot Clean and Spot Coat the Interior Dry
- Complete Clean and Paint the Interior Wet with a 2-Coat Epoxy Coating System
- Miscellaneous Chipping and Grinding
- Seam Sealing
- Pit Repair
- Grout Repair
- Modify Access Tube-to-Roof Interface
- Relocate Roof Manhole
- Modify Overflow Pipe Discharge
- Modify Roof Railing Toe Bar
- Replace Base Cone Ladder
- Modify Support Column Ladder and Safe-Climbing Device
- Modify Access Tube Ladder
- Modify Top Platform Access Opening
- Install Clog-Resistant Vent

A detailed construction cost estimate will be provided during the design phase for the actual scope of work being designed.

The fee for Tank Industry Consultants to provide design services for the above scope of work will be \$9,500. A pre-bid meeting would increase these fees, but it is not anticipated that one will be necessary.

Bidding Services

TIC will assist the City in obtaining competitive and qualified bids. Rather than relying upon the *Dodge Reports* or other local and regional advertising, TIC will recommend a number of qualified bidders to whom the Notice to Bidders should be sent.

Once the bids have been received, TIC can:

- Tabulate the bids
- Review the bids

- Check for signatures, bonds, and insurance
- If necessary, investigate the low bidder
- Recommend award to the lowest and most qualified bidder

The fee for Tank Industry Consultants to provide these services will be a fixed fee of 1,250. This fee is based on TIC not attending the bid opening, but rather reviewing the bids in our offices.

Construction Phase Services

Resident Project Representation: The resident observation of the contractor's workmanship is the most important part of this project. The best-written, most thorough specifications do not assure the project is completed correctly. TIC's technicians are experienced in tank repair, painting, and erection. They are not only familiar with proper coating application techniques, but also with the underlying reasons for tank painting standards. In addition, our entire staff of civil, structural, chemical, and mechanical engineers and support personnel, including our NACE Certified Field Services Manager, Field Supervisors, and Contract Administrator are available for supplemental technical support for any special problems that might occur.

Daily Progress Reports: TIC's technician will furnish the City of Moline and the contractor with a written report for each day's evaluation. The reports will address, at a minimum, the following items:

- Temperature of steel
- Weather conditions
- Temperature
- Wind velocity and direction
- Relative humidity
- Dew point
- Location and quality of work performed and compliance with the project documents
- Paint batch numbers
- Surface profile
- Wet and dry film thickness readings
- Calibration record of dry mil thickness gauge
- Measure of the paint cure
- Number of men and equipment on the job
- Recommendations made
- Estimated completion date
- Other pertinent data as required or requested

The following equipment (at a minimum) will be utilized by TIC to monitor the work:

- SSPC-Vis 1 Visual blasting standards
- NACE Visual Standard TM-01-70 (available)
- AWWA Standards D100-11 and D102-11
- Testex Press-O-Film Profile Measurement System

- Surface Contamination Detection Device [soluble salts] (if required)
- Wet Film Thickness Gauge (observe applicator's use)
- Dry Film Thickness Gauge
- Certified Thickness Calibration Standards
- Steel Temperature Gauges
- Sling Psychrometer and Psychometric Tables
- Wet Sponge Holiday Detector [low voltage] (if required by TIC personnel)
- Adhesive Force Measurement Device (if required)
- Tooke Gage (if required)

Contract Administration: Once a tank rehabilitation project begins, TIC will be available to consult with and advise the City concerning any portion of the tank rehabilitation and repainting project. TIC can also perform all contract administration and project administration as specifically requested. The contract administration items could include:

- Consultation on adequacy and compliance with the project specifications
- Specification interpretation
- Attend the pre-construction and all subsequent meetings—supplying typed meeting notes
- Review all contractors' submittals and shop drawings
- Review construction schedule
- Review and approval of materials
- Prepare and assist in the negotiations of change orders and supplemental agreements
- Review and approval of payment requests
- Dispute settlement
- Public relations

The fees for the construction phase services will be billed on a time and expenses basis from the rate structure in effect at the time the services are performed. The 2012 rate structure is attached for your review. The contractors' construction methodology and work force allotment will be the overall determining factor for inspection hours and costs for this project. Based on our experience with similar projects we *estimate* the following:

Resident Project Representation*:

11 - 13 weeks @ approx \$4,000/week based on 45-hr wk	\$44,000 - \$52,000
Contract Administration:	\$3,000
Subcontract Laboratory Analysis:	\$2,000

*A minimal amount of time may be charged for the field technician's preparation of documentation in addition to on-site time.

First Anniversary Evaluation

Present AWWA Standards recommend that all water tank construction and painting projects have a bonded warranty following the project completion date. Approximately eleven months after the completion of the tank construction or rehabilitation project, TIC will perform a First Anniversary Evaluation. This evaluation focuses on the contractor's compliance with the project specifications and drawings, and the coating condition.

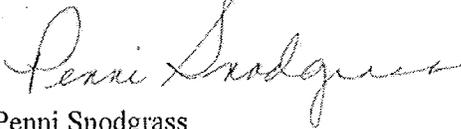
The fee for this evaluation will be a fixed fee of \$2,350.

To proceed with this project, please sign the two copies of the enclosed Standard Agreement and forward one original to us. After receipt of this agreement, TIC will forward certificates of insurance to the City of Moline for this project and will contact you to schedule any required field work.

We look forward to again working with you and the City on this project. If you have any questions or comments, please contact me.

Sincerely,

Tank Industry Consultants



Penni Snodgrass
Sales and Marketing Manger

Tank Industry Consultants
7740 West New York Street
Indianapolis, Indiana 46214

Professional Services
2012 Rate Structure
Effective January 1, 2012 through December 31, 2012

Long-Term Resident Observation

Technician (travel and on-job time)	\$59.00 per hour
Overtime Premium (over 40 hrs/week)	\$30.00 per hour
Minimum 32 hours per week	
Per Diem	\$115.00 per day

Spot Observation

Technician (travel and on-job time)	\$82.00 per hour
Per Diem	\$134.00 per day with lodging \$46.50 per day without lodging
Support Staff	Hourly Rates Shown Below

Engineering and Support Staff

Field Services Manager/Contract Administrator	\$100.00 per hour
Field Superintendent/NACE Certified Technician	\$98.00 per hour
Overtime Premium (over 40 hrs/week)	\$49.00 per hour
Minimum 32 hours per week	
Project Manager	\$105.00 per hour
Engineer - E.I.	\$91.00 per hour
Professional Engineer	\$128.75 per hour
Licensed Senior Professional Engineer	\$190.50 per hour
Licensed Principal Engineer	\$225.00 per hour
Licensed Senior Principal Engineer	\$250.00 per hour
Safety Director	\$130.00 per hour
Clerical	\$51.50 per hour

Direct Expenses

- A charge of \$10.00 per hour is added for every office hour worked to cover copying, fax, mail, telephone, long distance, paging, cell phone, trucks, field equipment, and other miscellaneous costs.

Mileage

- \$0.72 per mile per vehicle from nearest office
Indianapolis, IN • Bolingbrook, IL • Pittsburgh, PA • Houston, TX • El Paso, TX

Reimbursable Expenses

- Travel by public transportation at cost, plus 10%.
- All other reimbursable expenses (not otherwise listed on this rate structure) at cost plus 10%.

Subcontract Laboratory Analysis (Fees are doubled for rush service)

- Total Lead in Samples by Atomic Absorption Spectroscopy \$115.00 per sample
- Total Metals (Cadmium, Chromium & Lead) in Samples by Atomic Absorption Spectroscopy \$237.00 per sample
- Leachable Lead in Samples by Toxicity Characteristic Leaching Procedure \$485.00 per sample

Standard Form of Agreement between Owner and Engineer for Professional Design and Project Representation Services

This AGREEMENT, made this _____ day of _____, 2012 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and the City of Moline located at 30 18th Street, Moline, Illinois 61265-3053, hereafter referred to as the OWNER.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - SERVICES OF ENGINEER

- 1.1. The ENGINEER agrees to provide professional design services for the Project in accordance with the ENGINEER's proposal to the OWNER dated June 24, 2011 and revised January 10, 2012.
- 1.2. The ENGINEER agrees to provide professional bidding services for the Project in accordance with the ENGINEER's proposal to the OWNER dated June 24, 2011 and revised January 10, 2012.
- 1.3. The ENGINEER agrees to provide professional contract administration services for the Project in accordance with the ENGINEER's proposal to the OWNER dated June 24, 2011 and revised January 10, 2012.
- 1.4. The ENGINEER agrees to provide professional project representation services to monitor the contractor's workmanship as outlined in the ENGINEER's proposal to the OWNER dated June 24, 2011 and revised January 10, 2012 and as specifically defined as follows:
- 1.5. The duties of the ENGINEER shall be:
 - a. Conduct on-site observation of the Work in progress to assist the OWNER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to OWNER whenever ENGINEER believes that any Work is unsatisfactory or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any observation, test or approval required to be made; and advise OWNER of Work that ENGINEER believes should be corrected or rejected or should be uncovered for observation, or requires special testing, observation or approval.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project record the results of these visits and reports to the OWNER.
 - d. Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by OWNER.
 - e. Conduct final evaluation in the company of Contractor and prepare a list of items to be completed or corrected.
 - f. Observe that all items on the list have been completed or corrected and make recommendation to OWNER concerning acceptance.
- 1.6. If ENGINEER is requested to perform observation of the contractor's workmanship, then the limitations of authority of the ENGINEER shall include:
 - a. The ENGINEER shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless directed by the OWNER.
 - b. The ENGINEER shall not exceed the limitations of the OWNER's authority as set forth in this Agreement and the Contract Documents.
 - c. The ENGINEER shall not undertake any of the responsibilities of the contractor, sub-contractors or contractor's superintendent.
 - d. The ENGINEER shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - e. The ENGINEER shall not advise, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - f. The ENGINEER shall not advise on, issue directions regarding or assume control over contractor's compliance with environmental regulations.

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so not to delay the services of ENGINEER.

- 2.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

- 2.2. Provide all criteria and full information as to ENGINEER's services hereunder as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER currently has, if any.
- 2.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4. Review all of ENGINEER's submittals and provide comments and input to allow ENGINEER's work to meet OWNER's objectives.
- 2.5. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor affecting the Project.
- 2.6. Perform the duties required under the Terms section (if any) of the Proposal.
- 2.7. The information and services to be provided by OWNER under the Section will be without cost to ENGINEER.

SECTION 3-PAYMENTS TO ENGINEER

OWNER shall pay ENGINEER for Services rendered in the amounts outlined in the Proposal to the OWNER dated June 24, 2011 and revised January 10, 2012. The OWNER shall issue payment to ENGINEER within 30 calendar days of receipt of properly submitted invoice.

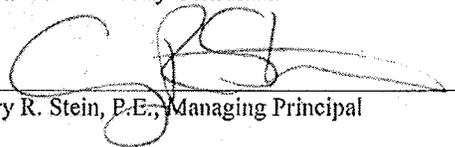
SECTION 4-TERMS AND CONDITIONS

- 4.1. **Professional Responsibility** - ENGINEER represents that the services shall be performed, within the limits presented by OWNER, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to OWNER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.
- 4.2. **Re-Use of Documents** - All documents furnished by the ENGINEER pursuant to this Agreement are instruments of services in respect to the Project and the ENGINEER shall retain ownership of said documents whether or not the Project is completed. The OWNER may make and retain any additional copies for information and reference in connection with the use of the Project by the OWNER and others for the Project; however, such documents are not intended to be suitable for re-use by the OWNER or others on extensions of the Project or on any other project. Any re-use without the express written consent of the ENGINEER will be at re-user's sole risk and without liability or legal exposure to the ENGINEER, and the OWNER shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the ENGINEER's consent. The granting of such consent will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.
- 4.3. **Insurance** - ENGINEER shall procure and maintain workers' compensation, automobile, general liability and professional liability insurance. Upon receipt of this executed Agreement, ENGINEER shall provide OWNER with certificates of insurance for OWNER's review and use. ENGINEER and OWNER shall require all contractors working on this project to list ENGINEER and OWNER as an additional insured on their insurance certificates.
- 4.4. **Termination** - The obligation to perform under the terms of this Agreement may be terminated by ENGINEER upon thirty (30) days' written notice to OWNER in the event of substantial failure of OWNER to perform in accordance with the terms hereof. This Agreement may be terminated by OWNER with or without cause upon thirty (30) days' written notice to ENGINEER. OWNER shall compensate ENGINEER for all work performed up to and including the termination date.
- 4.5. **Indemnification** - The ENGINEER agrees to indemnify the OWNER, their officers, employees, and agents against, and will hold and save them harmless from claims, damages, losses or omissions due to the negligence of the ENGINEER in the performance of this Agreement, but only for that portion of such negligence of the ENGINEER compared to the total negligence of all persons, firms, or corporations which results in said damages to the OWNER. The ENGINEER shall not be liable for any consequential damages. The fees listed in the Proposal to the OWNER dated June 24, 2011 and revised January 10, 2012 are based upon the total liability to the ENGINEER not exceeding \$50,000 or the contract amount, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this AGREEMENT in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants

OWNER:

By:  Managing Principal

By: _____

Dated: January 10, 2012

Dated: _____

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to approve a Term Sheet for the City of Moline to negotiate exclusively with IDP ILLINOIS ACQUISITION COMPANY, LLC, regarding the purchase and redevelopment of Moline Place Phase II/Hawk Hollow Redevelopment Project Area.

WHEREAS, IDP ILLINOIS ACQUISITION COMPANY, LLC (“IDP”), and the City of Moline, Illinois, mutually desire to develop vacant land at the Southwest Corner of 5th Avenue and 6th Street known as the Moline Place Phase II/Hawk Hollow Redevelopment Project Area; and

WHEREAS, it is necessary to provide purchase terms and certain financial and economic incentives to ensure the extension of public infrastructure and development of this undeveloped land to facilitate and stimulate new private sector investment; and

WHEREAS, IDP is seeking time to complete due diligence on the site as well as prepare preliminary site plans and pro formas related to the development potential of the site.

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 approve the Term Sheet between the City of Moline, Illinois, and IDP ILLINOIS ACQUISITION COMPANY, LLC, and City staff is hereby authorized to negotiate exclusively with IDP for the purchase and redevelopment of the Moline Place Phase II/Hawk Hollow Redevelopment Project Area; provided said Term Sheet is substantially similar in 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

February 7, 2012

Date

Passed: February 7, 2012

Approved: February 14, 2012

Attest: _____
City Clerk

Approved as to Form:

City Attorney

TERM SHEET

Between

CITY OF MOLINE, ILLINOIS ("Seller") and
IDP ILLINOIS ACQUISITION COMPANY, LLC ("Purchaser")
regarding the development of
Moline Place Phase II/Hawk Hollow Redevelopment Project Area

WHEREAS, IDP ILLINOIS ACQUISITION COMPANY, LLC, and the City of Moline, Illinois, mutually desire to develop vacant land at the Southwest Corner of 5th Avenue and 6th Street; and

WHEREAS, it is necessary to provide purchase terms and certain financial and economic incentives to ensure the extension of public infrastructure and development of this undeveloped land to facilitate and stimulate new private sector investment; and

WHEREAS, Purchaser is seeking time to complete due diligence on the site as well as prepare preliminary site plans and proformas related to the development potential of the site.

NOW, THEREFORE, the parties involved in this public/private partnership do hereby agree in concept to the following terms to advance the Moline Place Phase II/Hawk Hollow Redevelopment Project:

The specific terms according to which Purchaser will enter into a purchase agreement are outlined below, and Seller's acceptance of the terms and conditions herein shall acknowledge Seller's intent to enter into a formal, legally binding Agreement of Purchase and Sale ("Agreement") documenting the transaction described herein.

Details of our Letter of Intent are as follows:

- Purchaser:** IDP Illinois Acquisition Company, LLC, a Wisconsin limited liability company
- Seller:** City of Moline, Illinois
- Property:** Approximately 16.20 gross acres (705,672 sf) with approximately 9.00 usable acres (392,040 sf) located at the southwest corner of 5th Avenue & 6th Street in Moline, Illinois. See Exhibit A.
- Purchase Price:** The purchase price shall be \$700,000, which may be adjusted as provided for below. Purchaser shall provide at least \$440,000 in cash at closing including the Deposit. Seller is to provide financing for the balance of the purchase price, above \$440,000, the form of financing to be negotiated as part of the Development Agreement and Purchase Agreement.
- Purchaser will provide an initial deposit of \$10,000 (the "Deposit") within three (3) business days of the execution by both parties of the Agreement;
 - Purchaser shall increase the amount of the Deposit to \$30,000 (total) upon satisfaction of Purchaser's Conditions;
 - The balance of the Purchase Price will be paid to the Seller by certified check or bank draft upon Closing;
 - The Deposit is to be held in trust by a mutually acceptable escrow agent and placed in an interest-bearing account, with interest accruing to the Purchaser;
 - The Purchase Price will be adjusted as per closing adjustments typical for such a transaction;
 - The Purchase Price will be adjusted as follows:

Seller will obtain and provide to Purchaser a current full ALTA survey of the Property prepared by a Registered Land Surveyor acceptable to Purchaser and the Purchase Price shall be adjusted based on the actual usable area of the Property multiplied by \$77,778 per acre of fraction thereof (see "Purchase Price" above).

Agreement of Purchase and Sale:

Should Seller find the terms of this Letter of Intent acceptable, Purchaser would proceed diligently to prepare an Agreement of Purchase and Sale between the parties to reflect the business terms proposed in this Letter of Intent. Within the Agreement of Purchase and Sale would be terms and conditions normally included within such an Agreement (including a Due Diligence Period, deliveries at Closing, representations and warranties by both parties, delivery of free and clear title at Closing, etc.)

Property Documents:

Within three (3) business days of an accepted Agreement of Purchase and Sale, Seller will provide Purchaser with the following:

- Any surveys, site plans and site engineering reports for the Property in Seller's possession;
- All reports and studies in its possession to assist in the due diligence Purchaser would typically conduct in such an acquisition, including but not limited to, copies of all contracts, engineering drawings and reports, and environmental reports and geotechnical soil investigations;
- Copies of property tax bills and assessment notices; and
- Copies of any covenants, conditions and restrictions as well as any common area or private roadway easements or maintenance agreements affecting the Property.

(Collectively the "Property Documents")

Due Diligence:

From receipt of the Property Documents, Purchaser will have a three hundred and sixty five (365) day conditional period ("due Diligence Period") during which to:

- Evaluate the development potential for the Property, including but not limited to commissioning an environmental site assessment and undertaking a geotechnical investigation of the soil conditions;
- Verify the existing site has sufficient water retention/detention capacity to service a senior living community;
- Meet with a civil engineer to evaluate the costs associated with improving the Property with any necessary roadways, stormwater retention areas, and other infrastructure improvements;
- Verify that any easements affecting the Property do not adversely impact the development potential or the economics of developing the Property as intended by Purchaser;
- Evaluate the costs associated with constructing a senior living community on the Property;
- Meet with Moline officials to determine the zoning of the Property, discuss conceptual plans for the site, and determine the likelihood of receiving any Development Incentives;
- Determine that no recapture payments, impact fees or special assessments exist that would adversely affect the economics of Purchaser's proposed development;
- Conduct title searches and reviews.

(Collectively the "Purchaser's Conditions")

Purchaser shall have one (1) option to extend the Due Diligence Period for an additional one hundred eighty (180) days at no additional cost to the Purchaser.

If, for any reason whatsoever, the Purchaser, in its sole determination and absolute discretion, is not satisfied with the Property, then the Purchaser may terminate the Agreement by delivering to the Seller a written termination notice at any time during the Due Diligence Period.

If the Purchaser terminates the Agreement on or before the expiration of the Due Diligence Period, then the escrow agent shall return the Deposit and the interest earned thereon to the Purchaser, and neither party shall have any further rights pursuant to or obligations as set forth in the Agreement.

Development Incentives:

Seller acknowledges the availability of various economic development incentives provided by the City of Moline including land financing assistance, tax incremental financing, enterprise zone and public infrastructure financing. Seller and Purchaser will negotiate a mutually agreeable incentives package during the Due Diligence Period.

Closing:

Closing will be within sixty (60) days after the Due Diligence Period. Seller shall be responsible for the payment of all closing costs associated with the transaction.

Seller's Cooperation:

Upon execution of a Development Agreement and Agreement for Purchase of the Property, Seller will permit Purchaser to make site plan and building permit applications to the City of Moline and will consent or authorize such applications as the registered owner of the Property. These applications will be assigned to Purchaser at Closing. The costs of preparing and submitting the site plan and building permit applications shall remain at the sole cost and expense of Purchaser.

Brokers:

Purchaser and Seller represent and warrant that they have not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Each party agrees to defend, indemnify and hold party harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged in connection with the Property or this transaction.

Signs:

Purchaser shall be permitted to place a real estate sign on the property during any initial or extended Due Diligence Period(s) for purposes of marketing. All signage will comply with applicable municipal signage ordinances.

Exclusive Right to Negotiate:

During the period commencing upon Seller's execution of this Letter of Intent and ending on the Closing, Seller agrees to give Purchaser the exclusive right to negotiate, and Seller agrees to keep the Property off the market and to refrain from negotiating or discussing the sale of the Property with anyone other than Purchaser or its nominee.

This Letter of Intent is not binding upon either party. Rather, this Letter of Intent describes the price, terms and conditions upon which Purchaser is proposing to acquire the Property. Seller shall not be bound to sell the Property and Purchaser shall not be bound to purchase the Property unless and until a legally binding Agreement of Purchase and Sale is executed by both parties.

If the business terms outlined above are acceptable to Seller, kindly indicate so by signing on below. The terms of this letter are open for acceptance until January 31, 2012 at 5:00 p.m. CST. Upon receiving an acknowledged copy of this letter, Purchaser will subsequently prepare the Agreement of Purchase and Sale. It is the intention of all parties that this be a non-binding Letter of Intent and that an Agreement of Purchase and Sale will be executed within ten (10) business days following acceptance of this letter.

ACKNOWLEDGEMENT

The terms of this letter dated _____ are acceptable and Seller agrees to negotiate in good faith an Agreement of Purchase and Sale with IDP Illinois Acquisition Company, LLC.

Seller:

By: _____

Name: _____

Title: _____

Date: _____

IDP ILLINOIS ACQUISITION COMPANY, LLC:

By:  _____

Name: Rick A. Nelson

Title: Vice President

Date: 1/23/2012

EXHIBIT A



Council Bill/Resolution No. 1130-2012
Sponsor: _____

A RESOLUTION

SUPPORTING a grant application to the Illinois Housing Development Authority (IHDA) for FY 2012 – 2014 Single Family Owner Occupied Rehabilitation grant program in the amount of \$500,000.00; and

AUTHORIZING staff to do all things necessary to submit said grant application on behalf of the City of Moline and to work cooperatively with landlords and tenants in accord with the IHDA application guidelines and requirements

WHEREAS, due to the age of Moline’s housing stock, a great percentage of homes require rehabilitation and repair/maintenance activities; and

WHEREAS, the City of Moline has compiled a list of 301 households waiting to participate in the Moline Community Housing Service Program, which demonstrates need for additional resources for owner-occupied housing rehabilitation in Moline; and

WHEREAS said rehabilitation activities have been conducted under previous grant awards and it would be desirable to continue applying for and administering said grant program funds; and

WHEREAS IHDA is making competitive grant funds available to communities for the rehabilitation of single family owner occupied rehabilitation as part of its FY 2012 grant programs.

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

That the City Council supports the submittal of a grant application for the rehabilitation of small rental properties to IHDA, and authorizes staff do all things necessary to submit said grant application on behalf of the City of Moline as described above in accord with the IHDA application guidelines and requirements.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Approved: _____

Passed: _____

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

Council Bill/Resolution No. 1131-2012
Sponsor: _____

A RESOLUTION

SUPPORTING a grant application to the Illinois Housing Development Authority (IHDA) for FY 2012 – 2014 Small Rental Property Grant Program in the amount of \$469,970.00; and

AUTHORIZING staff to do all things necessary to submit said grant application on behalf of the City of Moline and to work cooperatively with landlords and tenants in accord with the IHDA application guidelines and requirements.

WHEREAS, due to the age of Moline’s housing stock, many rental properties in Moline have experienced disinvestment resulting in blight in certain neighborhoods; and

WHEREAS, due to a waiting list of qualified landlords, there is a demonstrated need for additional resources for the Small Rental Property Program in Moline; and

WHEREAS said rehabilitation activities have been conducted under previous grant awards and it would be desirable to continue applying for and administering said grant program funds; and

WHEREAS IHDA is making competitive grant funds available to communities for the rehabilitation of small rental properties as part of its FY 2012 grant programs.

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

That the City Council supports the submittal of a grant application for the rehabilitation of small rental properties to IHDA, and authorizes staff do all things necessary to submit said grant application on behalf of the City of Moline as described above in accord with the IHDA application guidelines and requirements.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Approved: _____

Passed: _____

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

Council Bill/Special Ordinance No. 4005-2012
Sponsor:_____

A SPECIAL ORDINANCE

ACCEPTING a deed of dedication from the City of Moline granting a permanent utility easement at 8805 Knoxville Road for the Case Creek Residential Development as limited and described herein.

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

Section 1 – That the City Council hereby accepts a deed of dedication from the City of Moline granting a permanent utility easement at 8805 Knoxville Road, as described and limited in the attached sheet and plat incorporated herein by this reference as Exhibit “A.”

Section 2 – That the deed of dedication from the City of Moline granting a permanent utility easement described in Exhibit “B” be and hereby is accepted.

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"

TAX PARCELS NO. 11-64, 11-64-C, 11-68

DEED OF DEDICATION

The Grantor, CITY OF MOLINE, hereby grants, conveys, warrants and dedicates to the Grantee, THE CITY OF MOLINE, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois and situated in Rock Island County, Illinois, the following described real estate:

LEGAL DESCRIPTION AND PLAT ATTACHED

Situated in the County of Rock Island, State of Illinois. Said conveyance and dedication are subject to the following encumbrances, reservations, conditions and restrictions:

FOR: PERMANENT UTILITY EASEMENT

Said real estate is conveyed and dedicated to and accepted by the Mayor of the City of Moline, Illinois, for and on behalf of said City, pursuant to authority vested in him by Resolution No. _____.

Dated this _____ day of _____, 2012.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

Donald P. Welvaert, Mayor

By: _____
Donald P. Welvaert, Mayor

City Clerk

Attest: _____
City Clerk

Approved as to form:

City Attorney

Return to Grantee's Address:
City of Moline
619 – 16th Street
Moline, IL 61265

EXHIBIT "A"

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

I, _____, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **DONALD P. WELVAERT**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this _____ day of _____, 2012, in person and acknowledged that he/she signed, and delivered said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D. 2012.

NOTARY PUBLIC

(Seal)

“Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.”

Date

Grantor, Grantee or Representative

UTILITY EASEMENT

Part of the Northeast Quarter of the Southwest Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 1 West of the 4th Principal Meridian, in the County of Rock Island, State of Illinois, more particularly described as follows;

Commencing at the southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 30;

Thence South 88 degrees 34 minutes 14 seconds East along the south line of the Northeast Quarter of the Southwest Quarter of said Section 30, a distance of 697.86 feet to the northeasterly right of way line of Knoxville Road;

Thence northwesterly 238.56 feet along said northeasterly right of way line and the arc of a curve to the left, not tangent to the last described course, having a radius of 859.03 feet, a chord bearing of North 37 degrees 30 minutes 47 seconds West, and a chord distance of 237.79 feet to the Point of Beginning;

Thence continuing northwesterly 105.07 feet along said northeasterly right of way line and the arc of a curve to the left having a radius of 859.03 feet, a chord bearing of North 48 degrees 58 minutes 22 seconds West, and a chord distance of 105.00 feet;

Thence North 41 degrees 00 minutes 27 seconds East, a distance of 479.21 feet;

Thence South 55 degrees 28 minutes 54 seconds East, a distance of 128.83 feet;

Thence easterly 157.35 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 260.00 feet, a chord bearing of South 72 degrees 49 minutes 12 seconds East, and a chord distance of 154.96 feet;

Thence North 06 degrees 53 minutes 28 seconds West, a distance of 182.27 feet;

Thence North 74 degrees 03 minutes 57 seconds East, a distance of 79.04 feet;

Thence North 25 degrees 18 minutes 37 seconds East, a distance of 75.16 feet;

Thence North 13 degrees 37 minutes 17 seconds West, a distance of 86.88 feet;

Thence North 40 degrees 57 minutes 52 seconds West, a distance of 106.45 feet;

Thence North 13 degrees 22 minutes 54 seconds West, a distance of 142.94 feet;

Thence North 29 degrees 59 minutes 47 seconds West, a distance of 58.96 feet;

Thence North 07 degrees 33 minutes 09 seconds West, a distance of 178.48 feet to the north line of the northeast quarter of the southwest quarter of said Section 30;

Thence South 88 degrees 27 minutes 51 seconds East along said north line, a distance of 40.01 feet;

Thence South 07 degrees 33 minutes 09 seconds East, a distance of 164.30 feet;

Thence South 29 degrees 59 minutes 47 seconds East, a distance of 56.86 feet;

Thence South 13 degrees 22 minutes 54 seconds East, a distance of 138.96 feet;

Thence South 40 degrees 57 minutes 52 seconds East, a distance of 106.37 feet;

Thence South 13 degrees 37 minutes 17 seconds East, a distance of 110.74 feet;

Thence South 25 degrees 18 minutes 37 seconds West, a distance of 107.42 feet;

Thence South 74 degrees 03 minutes 57 seconds West, a distance of 63.02 feet;

Thence South 06 degrees 53 minutes 28 seconds East, a distance of 149.75 feet;

Thence northeasterly 313.91 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 260.00 feet, a chord bearing of North 46 degrees 25 minutes 29 seconds East, and a chord distance of 295.19 feet;

Thence northerly 12.76 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 460.00 feet, a chord bearing of North 11 degrees 02 minutes 30 seconds East, and a chord distance of 12.76 feet;

Thence South 72 degrees 07 minutes 54 seconds East, a distance of 192.95 feet;

Thence easterly 210.01 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 210.00 feet, a chord bearing of North 79 degrees 13 minutes 13 seconds East, and a chord distance of 201.37 feet;

Thence North 50 degrees 37 minutes 19 seconds East, a distance of 100.00 feet;

Thence northeasterly 176.79 feet along the arc of a curve to the right, not tangent to the last described course, having a radius of 440.00 feet, a chord bearing of North 62 degrees 04 minutes 58 seconds East, and a chord distance of 175.61 feet;

Thence South 10 degrees 31 minutes 45 seconds East, a distance of 493.82 feet;

Thence South 33 degrees 43 minutes 05 seconds East, a distance of 107.72 feet;

Thence South 23 degrees 03 minutes 06 seconds East, a distance of 35.87 feet;

Thence South 51 degrees 48 minutes 06 seconds East, a distance of 66.89 feet;

Thence South 00 degrees 41 minutes 54 seconds West, a distance of 5.00 feet;

Thence South 89 degrees 18 minutes 06 seconds East, a distance of 254.55 feet;

Thence South 11 degrees 48 minutes 06 seconds East, a distance of 189.00 feet;

Thence South 89 degrees 18 minutes 06 seconds East, a distance of 228.27 feet to the east line of the northwest quarter of the southeast quarter of said Section 30;

Thence South 00 degrees 33 minutes 15 seconds West along said east line, a distance of 30.00 feet to the southeast corner of the northwest quarter of the southeast quarter of said Section 30;

Thence North 89 degrees 18 minutes 06 seconds West along the south line of the northwest quarter of the southeast quarter of said Section 30, a distance of 262.67 feet;

Thence North 11 degrees 48 minutes 06 seconds West, a distance of 178.76 feet;

Thence North 89 degrees 18 minutes 06 seconds West, a distance of 301.66 feet;

Thence North 00 degrees 41 minutes 54 seconds East, a distance of 45.81 feet;

Thence North 23 degrees 03 minutes 06 seconds West, a distance of 58.13 feet;

Thence North 33 degrees 43 minutes 05 seconds West, a distance of 112.19 feet;

Thence North 10 degrees 31 minutes 45 seconds West, a distance of 414.24 feet;

Thence southwesterly 95.77 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 360.00 feet, a chord bearing of South 58 degrees 11 minutes 35 seconds West, and a chord distance of 95.49 feet;

Thence South 50 degrees 34 minutes 19 seconds West, a distance of 100.00 feet;

Thence westerly 290.00 feet along the arc of a curve to the right having a radius of 290.00 feet, a chord bearing of South 79 degrees 13 minutes 13 seconds West, and a chord distance of 278.07 feet;

Thence North 72 degrees 07 minutes 54 seconds West, a distance of 112.36 feet;

Thence westerly 592.00 feet along the arc of a curve to the right, not tangent to the last described course, having a radius of 340.00 feet, a chord bearing of South 74 degrees 34 minutes 19 seconds West, and a chord distance of 520.00 feet;

Thence North 55 degrees 28 minutes 54 seconds West, a distance of 32.25 feet;

Thence South 41 degrees 00 minutes 27 seconds West, a distance of 410.67 feet; to the Point of Beginning.

The above described parcel contains 238,250 square feet or 5.469 acres, more or less as shown by the attached Plat of Survey.

For the purpose of this description North is based on the Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (1997 Adjustment).

UTILITY EASEMENT

OF
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART
OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30,
TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4th PRINCIPAL MERIDIAN,
COUNTY OF ROCK ISLAND, STATE OF ILLINOIS

LEGEND

- 5/8" DIA. REBAR, FOUND
- 1/2" SQ. PIN, FOUND
- LOT LINE
- UNDERLYING LOT LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING EASEMENT LINE
- - - SECTION LINE
- - - R.O.W. LINE
- - - INCORPORATION LINE

BASIS OF BEARINGS
Illinois State Plane Coordinate System,
West Zone, NAD 1983 (1987 Adjustment)



100' 0 100' 200'

SCALE: 1" = 100'

ELLIOTT TIMBER
LOT 1
BH 4282

INDIAN HILLS ADDITION
OUTLOT A
BH 3958

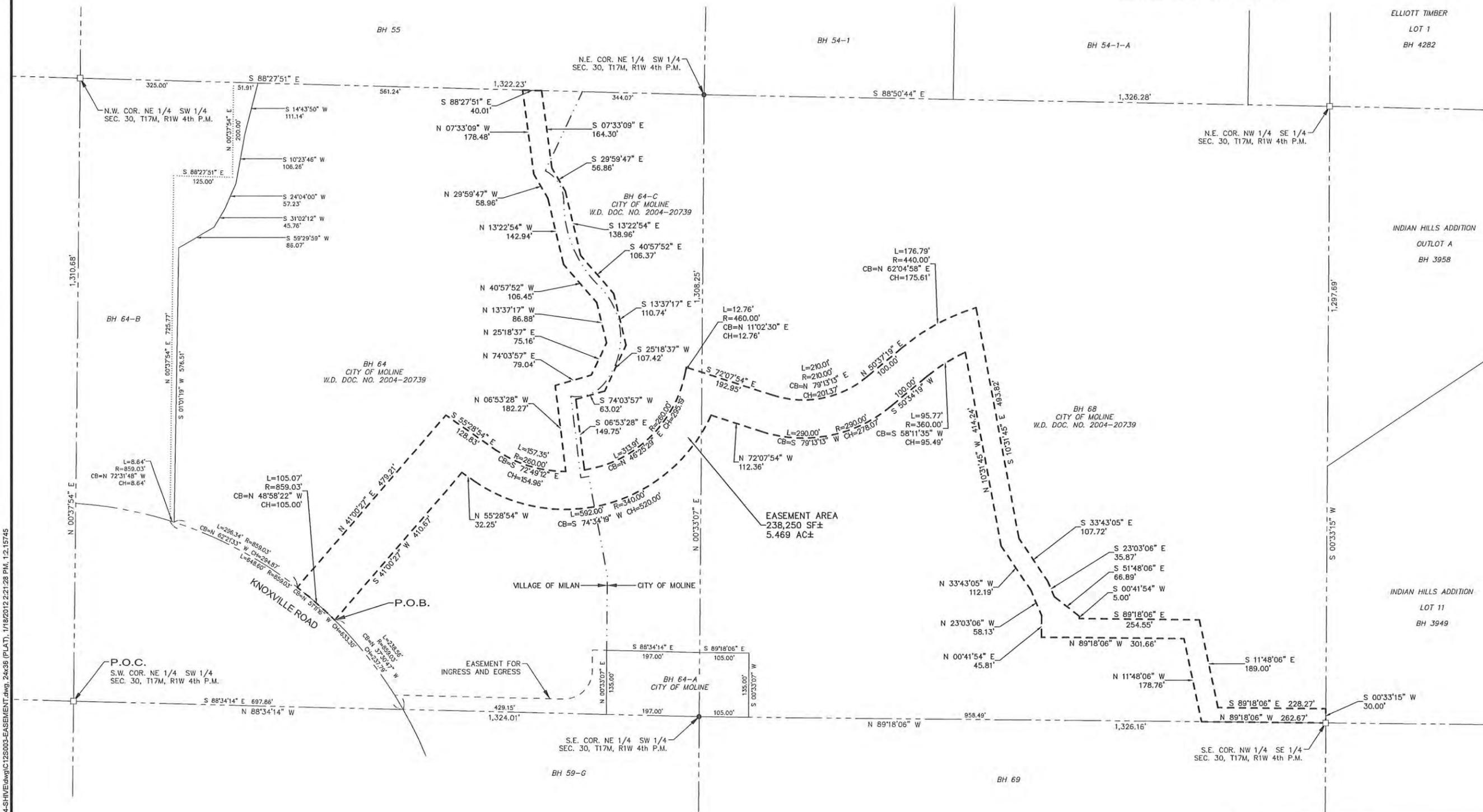
BH 68
CITY OF MOLINE
W.D. DOC. NO. 2004-20739

EASEMENT AREA
238,250 SF±
5.469 AC±

INDIAN HILLS ADDITION
LOT 11
BH 3949

BH 59-G

BH 69



REVISIONS	DATE
No.	
DESCRIPTION	

Missman, Inc.
Professional Engineers & Land Surveyors

Rock Island, IL • Bettendorf, IA • Rockford, IL • Sycamore, IL
(309) 788-7644 • (563) 344-0260 • (815) 965-6400 • (815) 895-3825
www.missman.com

UTILITY EASEMENT PLAT
MOLINE, ILLINOIS
VILLAGES AT CASE CREEK

Missman Project No:
C12S003

File Name:
C12S003-EASEMENT.dwg

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Field Book No:

Drawn By: DAB

Checked By: DAB

Date: 1/18/2012

Sheet 1 of 1



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that it conforms to the current Illinois Minimum Standards for a boundary survey.

Daryl A. Brickner 1/18/2012
Date

Daryl A. Brickner, PLS No. 35-3125
My license expires on November 30, 2012
No. of sheets covered by this set: 1
ILL. DESIGN FIRM NO. 184-000843

C:\Users\ldary\OneDrive\Work\Projects\C12S003-EASEMENT.dwg, 24x36 (PLAT), 1/18/2012 2:21:28 PM, 1:2,157.45

Council Bill/General Ordinance No. 3004-2012

Sponsor: _____

AN ORDINANCE

ADOPTING and approving the extension of Tax Increment Allocation Financing for the One Moline Place Redevelopment Project Area.

WHEREAS, the City of Moline, Illinois (“City”), pursuant to General Ordinances Nos. 98-10-4b, 98-7-6 and 2003-04-04 (“TIF Ordinances”), implemented tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended, constituting Division 74.4 of Article II of the Illinois Municipal Code (“Act”), for a proposed redevelopment project within the City of Moline, Illinois, in a designated redevelopment project area, as follows:

the area bound by 5th Avenue on the north, 8th Street on the east, 6th Street on the west/southwest, which includes: Lots 1-14 of Block 1, Lots 1-24 of Block 2, Lots 1-17 of Block 3, and Outlot B of One Moline Place Phase 1, located in the City of Moline, Rock Island County, Illinois;

Also:

Lots 1-3 of Block 13 of Pitts Gilbert and Pitts 2nd Addition to the City of Moline, Rock Island County, Illinois; and

WHEREAS, the City has heretofore approved a redevelopment plan and project as required by the Act by passage of an ordinance and has heretofore designated a redevelopment project area as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the Act; and

WHEREAS, all conditions, acts and things required by applicable law to exist and to be done precedent to and in connection with the 1998 TIF Ordinances did exist, have happened, been done and performed in regular and due for and time as required by applicable law; and

WHEREAS, it is desirable and for the best interests of the citizens of the City of Moline, Rock Island County, Illinois, for the City to extend the expiration of the Tax Increment Financing District established in October 1998 pursuant to the Tax Increment Allocation Redevelopment Action Division 74.4 of Article II of the Illinois Municipal Code, as amended; and

WHEREAS, the State of Illinois passed legislation to extend the expiration of the TIF District from 2021 to 2033 as provided in Public Act 097-0635; 65 ILCS 5/11-74.4-3.5(c)(95).

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

Section 1 – That the City Council hereby finds that all of the recitals contained in the preambles to this ordinance are true, complete and correct and hereby incorporates them into this ordinance by reference thereto. It is desirable and in the City’s best interests to encourage, aid and assist the development and realization of the private development. In this connection, the Agreement, including as supplemented and amended, is hereby ratified, confirmed and approved and is hereby authorized to be executed, delivered and performed.

Section 2 – That the estimated date of the redevelopment completion shall be extended from October 27, 2021 to September 30, 2033.

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 by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

City of Moline

December 2011
Financial Report

CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 11/30/11

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$38,790,685	\$39,120,218	(\$329,533)
Expenditures	\$38,790,685	\$38,247,963	\$542,722
Difference	\$0	\$872,255	
GENERAL TRUST FUND			
Revenues	\$406,450	\$577,062	(\$170,612)
Expenditures	\$406,450	\$468,123	(\$61,673)
Difference	\$0	\$108,939	
SMALL RENTAL PROPERTY			
Revenues	\$150,730	\$46,814	\$103,916
Expenditures	\$150,730	\$119,585	\$31,145
Difference	\$0	(\$72,771)	
SFOOR GRANT			
Revenues	\$120,270	\$4,581	\$115,689
Expenditures	\$120,270	\$6,986	\$113,284
Difference	\$0	(\$2,405)	
TOURISM FUND			
Revenues	\$800,480	\$883,707	(\$83,227)
Expenditures	\$800,480	\$543,316	\$257,164
Difference	\$0	\$340,391	
2009 LEAD HAZARD GRANT			
Revenues	\$827,930	\$597,514	\$230,416
Expenditures	\$827,930	\$912,906	(\$84,976)
Difference	\$0	(\$315,392)	
NSP2 GRANT			
Revenues	\$1,012,130	\$797,607	\$214,523
Expenditures	\$1,012,130	\$2,691,723	(\$1,679,593)
Difference	\$0	(\$1,894,116)	
LIBRARY FUND			
Revenues	\$2,942,195	\$2,849,776	\$92,419
Expenditures	\$2,942,195	\$2,872,376	\$69,819
Difference	\$0	(\$22,600)	
PARK FUND			
Revenues	\$3,809,220	\$3,843,466	(\$34,246)
Expenditures	\$3,809,220	\$3,371,653	\$437,567
Difference	\$0	\$471,813	
MOTOR FUEL TAX FUND			
Revenues	\$3,257,140	\$1,297,214	\$1,959,927
Expenditures	\$3,257,140	\$2,678,361	\$578,779
Difference	\$0	(\$1,381,148)	

	BUDGET	YTD ACTUAL	VARIANCE
COMMUNITY DEVELOPMENT			
Revenues	\$975,850	\$612,915	\$362,935
Expenditures	\$975,850	\$824,588	\$151,262
Difference	\$0	(\$211,673)	
REVOLVING LOAN FUND			
Revenues	\$195,000	\$28,731	\$166,269
Expenditures	\$195,000	\$0	\$195,000
Difference	\$0	\$28,731	
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,458,325	\$3,612,868	(\$154,543)
Expenditures	\$3,458,325	\$4,980,763	(\$1,522,438)
Difference	\$0	(\$1,367,895)	
TAX INCREMENTAL FINANCING #2			
Revenues	\$237,840	\$2,314,361	(\$2,076,521)
Expenditures	\$237,840	\$2,735,190	(\$2,497,350)
Difference	\$0	(\$420,828)	
TAX INCREMENTAL FINANCING #3			
Revenues	\$51,150	\$53,609	(\$2,459)
Expenditures	\$51,150	\$50,370	\$780
Difference	\$0	\$3,239	
TAX INCREMENTAL FINANCING #4			
Revenues	\$100,000	\$189,830	(\$89,830)
Expenditures	\$100,000	\$189,591	(\$89,591)
Difference	\$0	\$239	
HOMEBUYER GRANT			
Revenues	\$221,610	\$160,727	\$60,883
Expenditures	\$221,610	\$211,523	\$10,087
Difference	\$0	(\$50,796)	
CDBG-R			
Revenues	\$0	\$46,338	(\$46,338)
Expenditures	\$0	\$46,338	(\$46,338)
Difference	\$0	\$0	
TIF #7 BUSINESS PARK			
Revenues	\$0	\$6,556,506	(\$6,556,506)
Expenditures	\$0	\$772,307	(\$772,307)
Difference	\$0	\$5,784,199	
TIF Route 150			
Revenues		\$28,001	(\$28,001)
Expenditures		\$0	\$0
Difference	\$0	\$28,001	
SPECIAL SERVICE AREA #3			
Revenues		\$10	(\$10)
Expenditures		\$232,754	(\$232,754)
Difference	\$0	(\$232,744)	

	BUDGET	YTD ACTUAL	VARIANCE
SPECIAL SERVICE AREA #5			
Revenues	\$110,500	\$102,550	\$7,950
Expenditures	\$110,500	\$76,985	\$33,515
Difference	\$0	\$25,564	
SPECIAL SERVICE AREA #6			
Revenues	\$225,000	\$227,883	(\$2,883)
Expenditures	\$225,000	\$76,908	\$148,092
Difference	\$0	\$150,975	
WATER FUND			
Revenues	\$8,810,770	\$7,059,321	\$1,751,449
Expenditures	\$8,810,770	\$7,186,570	\$1,624,200
Difference	\$0	(\$127,249)	
WPC FUND			
Revenues	\$7,454,660	\$6,882,734	\$571,926
Expenditures	\$7,454,660	\$5,645,385	\$1,809,276
Difference	\$0	\$1,237,350	
STORMWATER UTILITY			
Revenues	\$1,376,105	\$995,203	\$380,902
Expenditures	\$1,376,104	\$1,165,127	\$210,977
Difference	\$1	(\$169,924)	
FIRE PENSION			
Revenues	\$3,780,075	\$3,791,952	\$8,811
Expenditures	\$3,780,075	\$4,098,280	(\$318,205)
Difference	\$0	(\$306,328)	
REHER ART GALLERY			
Revenues	\$33,815	\$13,770	\$20,045
Expenditures	\$33,815	\$28,183	\$5,632
Difference	\$0	(\$14,413)	
PERPETUAL CARE FUND			
Revenues	\$13,960	\$13,074	\$83,516
Expenditures	\$13,960	\$0	\$13,960
Difference	\$0	\$13,074	
PARK/CEMETERY GIFTS			
Revenues	\$6,905	\$34,902	(\$27,997)
Expenditures	\$6,905	\$56,888	(\$49,983)
Difference	\$0	(\$21,985)	
FOREIGN FIRE INS TAX			
Revenues	\$31,650	\$8	\$31,642
Expenditures	\$31,650	\$29,610	\$2,040
Difference	\$0	(\$29,602)	
POLICE PENSION			
Revenues	\$3,422,815	\$3,535,653	(\$112,838)
Expenditures	\$3,422,815	\$3,314,153	\$108,662
Difference	\$0	\$221,500	

	BUDGET	YTD ACTUAL	VARIANCE
LIBRARY TRUST			
Revenues	\$62,200	\$100,241	(\$38,041)
Expenditures	\$62,200	\$163,627	(\$101,427)
Difference	\$0	(\$63,386)	
HEALTH BENEFIT FUND			
Revenues	\$7,002,720	\$5,950,646	\$1,052,074
Expenditures	\$7,002,720	\$7,426,378	(\$423,658)
Difference	\$0	(\$1,475,732)	
OPEB RETIREMENT FUND			
Revenues	\$0	\$1,000,592	(\$1,000,592)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$1,000,592	
INFORMATION TECHNOLOGY			
Revenues	\$1,298,080	\$1,302,580	(\$4,500)
Expenditures	\$1,298,080	\$1,011,769	\$286,311
Difference	\$0	\$290,811	
LIABILITY FUND			
Revenues	\$3,679,130	\$2,722,111	\$957,019
Expenditures	\$3,679,130	\$2,010,401	\$1,668,729
Difference	\$0	\$711,710	
FLEET SERVICES			
Revenues	\$3,970,190	\$4,082,040	(\$111,850)
Expenditures	\$3,970,190	\$3,133,011	\$837,179
Difference	\$0	\$949,029	
SANITATION FUND			
Revenues	\$2,359,095	\$2,409,504	(\$50,409)
Expenditures	\$2,359,095	\$2,238,335	\$120,760
Difference	\$0	\$171,169	
DEBT. SERVICE FUND			
Revenues	\$7,097,215	\$8,537,947	(\$1,440,732)
Expenditures	\$1,354,519	\$7,471,803	(\$6,117,284)
Difference	\$5,742,696	\$1,066,144	
2007 ESCROW ACCOUNT			
Revenues		\$23	(\$23)
Expenditures		\$699,934	(\$699,934)
Difference	\$0	(\$699,910)	
CAPITAL IMPROVEMENT FUND			
Revenues	\$8,433,530	\$6,183,053	\$2,250,477
Expenditures	\$8,433,530	\$6,529,856	\$1,903,674
Difference	\$0	(\$346,804)	
* TOTALS			
Revenues	\$116,615,420	\$118,567,814	(\$1,952,394)
Expenditures	\$116,615,420	\$114,322,470	\$2,292,950
Difference	\$0	\$4,245,344	

City of Moline
Major Revenue Projection
Summary Sheet
as of December 31, 2011
(subject to change due to year end adjustments)

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	\$13,790,044	\$14,191,000	\$14,191,000	\$0	\$14,144,125	0.33%	\$14,191,000	0.00%
State Sales Tax	\$9,474,358	\$9,474,358	\$9,100,000	\$374,358	\$9,155,388	-0.60%	\$9,450,000	0.26%
Water User Fees	\$6,536,184	\$6,536,184	\$6,329,320	\$206,864	\$6,665,001	-5.04%	\$6,578,170	-0.64%
Home Rule Sales Tax	\$8,159,401	\$8,159,401	\$7,860,500	\$298,901	\$7,493,847	4.89%	\$8,169,990	-0.13%
Sewer User Fees	\$5,953,356	\$5,953,356	\$6,329,320	(\$375,964)	\$5,446,121	16.22%	\$6,171,090	-3.53%
Income Tax	\$3,211,820	\$3,423,885	\$3,491,530	(\$67,645)	\$3,048,094	14.55%	\$3,659,450	-6.44%
Telecommunication Tax	\$1,799,668	\$1,799,668	\$1,875,000	(\$75,332)	\$1,932,277	-2.96%	\$1,802,145	-0.14%
Corporate Replacement Tax	\$2,151,879	\$2,151,879	\$2,089,390	\$62,489	\$2,442,068	-14.44%	\$2,530,390	-14.96%
Motor Fuel Tax	\$1,095,903	\$1,095,903	\$1,100,000	(\$4,097)	\$1,217,424	0.00%	\$1,100,000	-0.37%
Prepared Food/Liquor Tax	\$1,919,513	\$1,919,513	\$1,800,000	\$119,513	\$1,818,488	-1.02%	\$1,900,000	1.03%
Total	\$54,092,126	\$54,705,147	\$54,166,060	\$539,087	\$53,362,833	1.51%	\$55,552,235	-1.52%

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