

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, January 3, 2012

Questions on the Agenda

Agenda Items

- 1. 2012 Water and WPC Treatment Chemical Bids** (Greg Swanson, Utilities General Manager)
- 2. Final Plat – J & D Carlyle Subdivision** (Shawn Christ, Land Development Manager)
- 3. Amendment to Chapter 35, “Zoning and Land Development”– Renewable Energy Systems.** (Shawn Christ, Land Development Manager)
- 4. Lead Hazard Control Grant Program application to HUD for approximately \$2.3 million.** (Jeff Anderson, City Planner)
- 5. Declaration of Speed Monitor Trailer as surplus property.** (Kim Hankins, Interim Public Safety Director)
- 6. Amendment to Licensing Agreement with Western Illinois University – Quad Cities** (Ray Forsythe, Planning & Development Director)
- 7. Feasibility Study-Inducement-Expenditures (West of 41st Street South of 26th Avenue and East of 36th Street)** (Ray Forsythe, Planning & Development Director)
- 8. Pre-funding Agreement between the City of Moline, Illinois and Genesis Health Systems and Frauenshuh HealthCare Real Estate Solutions** (Ray Forsythe, Planning & Development Director)
- 9. Approval of a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for TIF Consulting Services** (Ray Forsythe, Planning & Development Director)
- 10. Other**

Explanation

1. 2012 Water and WPC Treatment Chemical Bids (Greg Swanson, Utilities General Manager)

Explanation: Treatment chemical bids are solicited annually through the Bi-State Joint Purchasing Council. The calendar year 2012 Treatment Chemical Bid Results Summary and a cost comparison with last year's unit costs are attached to this agenda.

Staff Recommendation: Staff recommends awarding the annual contracts to the lowest responsive bidders that meet specifications for each treatment chemical. In the case of anionic polymer, cationic polymer, cationic filter aid, powder activated carbon and polyphosphate, staff recommends continued use of water treatment chemicals from the current vendors, until such time as bench, plant and system-wide testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related Public Water Supply Operating Permit changes have been authorized by the Illinois Environmental Protection Agency.

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted in #310-1712-434.06-33, #320-1832-433.06-33 and #320-1833-433.06-33, Chemical Supplies.

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City

2. Final Plat – J & D Carlyle Subdivision (Shawn Christ, Land Development Manager)

Explanation: Property owner John Carlyle requests approval of a minor subdivision plat to split a residential lot located at 5430 30th Avenue. Because the adjoining 55th Street Drive is private, access will be provided via an easement to 30th Avenue. Utility connections will also likely be made via this easement. All applicable requirements have been met.

Staff Recommendation: Approve

Fiscal Impact: None

Public Notice/Recording: Record by owner

Goals Impacted: Strong Local Economy; Quality Neighborhoods

3. Amendment to Chapter 35, “Zoning and Land Development”, of the Moline Code of Ordinances – Renewable Energy Systems. (Shawn Christ, Land Development Manager)

Explanation: Since mid-2010, staff has been working with a subcommittee of the Plan Commission to establish standards for renewable energy systems, particularly wind and solar energy. After multiple public hearings and input from technical experts, a proposal is ready for consideration. A redlined draft of the proposed zoning code amendment and also a presentation summary are attached for review. Regulations have been designed to support the renewable energy industry while limiting urban impacts and protecting sensitive areas, particularly residential and historic sites. The Plan Commission reviewed the proposed amendments and voted to recommend approval (7-0) at its December 14 meeting.

Staff Recommendation: Concur with Plan Commission

Fiscal Impact: None

Public Notice/Recording: N/A

Goals Impacted: Desirable Place to Live; Quality Neighborhoods; Improved City Infrastructure & Facilities; Strong Local Economy

- 4. A Resolution supporting and authorizing the submittal of a Lead Hazard Control Grant Program application to the U. S. Department of Housing and Urban Development (HUD) for approximately \$2.3 million to be administered over a three year period.** (Jeff Anderson, City Planner)

Explanation: The City of Moline will be closing out its current Lead Hazard Grant in the first half FY 2012. The City currently participates with the City of Rock Island, Rock Island County Health Department, Project Now, and Rock Island Growth Corporation in its current Lead Hazard Grant. As part of its FY 2012 competitive grant program offerings, HUD will be accepting applications for a new round of the Lead Hazard Abatement Program. This grant program makes funds available to local entities for the purpose of abating lead-based paint hazards in residential structures. Abating such hazards benefits the community by making homes safe and healthy. This, in turn, adds value to the local housing valuation and stimulates employment activity in relation to the abatement activities. The above-mentioned consortium desires to continue such efforts to enhance our community's local housing stock and urges your approval of this request. *This item also appears on the January 3, 2011, City Council Agenda under "Items Not on Consent"*

Staff Recommendation: Approval
Fiscal Impact: The ten percent match requirement will be met from other grant funds and in-kind services provided by consortium participants.
Public Notice/Recording: N/A
Goals Impacted: Quality Neighborhoods, Strong Local Economy

- 5. Declaration of MPH Industries Speed Monitor Trailer as surplus property and authorizing the Finance Director to dispose of same.** (Kim Hankins, Interim Public Safety Director)

Explanation: The above listed speed monitor trailer was acquired for the police department in 2001 with federal law enforcement block grant funds and is no longer being used. Staff is requesting that it be declared as surplus property and disposed of by the Finance Director through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: N/A

- 6. Amendment to Resolution 1139-2009 which authorized the Mayor and City Clerk to Execute a Licensing Agreement with Western Illinois University – Quad Cities to install and maintain light pole banners and brackets in the 1700 block of River Drive and the 100 Block of 18th Street, Moline, Illinois, said banners and brackets to be located on public right-of-way and City Property. The revised resolution amends the location of the banners to the area adjacent to the new Western Illinois University-Quad Cities Riverfront Campus Development.** (Ray Forsythe, Planning & Development Director)

Explanation: The streetscape improvements that have recently been completed on River Drive from 34th Street to 25th Street and along 34th Street from the railroad tracks to River Drive include new pedestrian lighting which have banner brackets on them. Western Illinois University would like to relocate and add additional banners in the area described herein adjacent to the new campus.

Staff Recommendation: Approval
Fiscal Impact: \$30 annual licensing fee
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Strong Local Economy; Quality Neighborhoods

- 7. Approval of a Feasibility Study related to a proposed redevelopment project area (west of 41st Street south of 26th Avenue and east of 36th Street) and to induce development interest within such area; and authorizing expenditures in the course of planning and redevelopment prior to a redevelopment project area being established, which may be reimbursable from TIF proceeds (Ray Forsythe, Planning & Development Director)**

Explanation: Genesis Health Systems and Frauenshuh Health Care Real Estate Solutions, LLC are proposing to construct Genesis Health Park on property currently owned by Genesis Health Systems. The Health Park will consist of a multi-use development including medical office, retail and recreation/health related uses on property that was formerly used as a landfill and has been coal mined. The intended use of Tax Increment Financing would be to assist with the cost of public infrastructure.

Staff Recommendation: Approval
Fiscal Impact: Increased Property Taxes, Sales Taxes and Utility Taxes
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Strong Local Economy; Quality Neighborhoods

- 8. Approval of a Pre-funding Agreement between the City of Moline, Illinois and Genesis Health Systems and Frauenshuh HealthCare Real Estate Solutions of Minneapolis, Minnesota concerning the proposed redevelopment project area and redevelopment project located west of 41st Street south of 26th Avenue and east of 36th Street (Genesis Medical Park) (Ray Forsythe, Planning & Development Director)**

Explanation: Genesis Health Systems and Frauenshuh Health Care Real Estate Solutions, LLC are proposing to construct Genesis Health Park on property currently owned by Genesis Health Systems. The Health Park will consist of a multi-use development including medical office, retail and recreation/health related uses on property that was formerly used as a landfill and has been coal mined. The prefunding agreement provides that the Developer will fund the cost of creating the TIF District.

Staff Recommendation: Approval
Fiscal Impact: The Developer will provide \$40,000
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Strong Local Economy; Quality Neighborhoods

- 9. Approval of a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$33,000 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as 41st Street south of 26th Avenue and east of 36th Street (Genesis Medical Park) (Ray Forsythe, Planning & Development Director)**

Explanation: Genesis Health Systems and Frauenshuh Health Care Real Estate Solutions, LLC are proposing to construct Genesis Health Park on property currently owned by Genesis Health Systems. The Health Park will consist of a multi-use development including medical office, retail and

recreation/health related uses on property that was formerly used as a landfill and has been coal mined. The intended use of Tax Increment Financing (TIF) would be to assist with the cost of public infrastructure. The Technical Services Agreement will provide the necessary services to complete the process to create a Tax Increment Financing District for the subject area which will allow the City to enter into a Performance Based Development Agreement with Genesis Health Systems and Frauenshus Health Care Real Estate Solutions to rebate a portion of the increased property taxes to reimburse costs to install the public improvements.

Staff Recommendation: Approval
Fiscal Impact: \$33,000 which will be funded by the Developers
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Strong Local Economy; Quality Neighborhoods

Water Treatment Chemicals – October 27, 2011 - Bid opening

SUPPLIER	COST PER UNIT	TOTAL
1. Aluminum Sulfate (Alum) - Bulk tank truck		
USALCO	\$470.60/dry ton	\$611,780.00
General Chemical Performance Products, LLC	\$548.00/dry ton	\$712,400.00
Thatcher Company of Montana	\$549.00/dry ton	\$713,700.00
2. Anhydrous Ammonia - Bulk tank truck		
Tanner Industries, Inc.	\$.79/lb	\$65,570.00
3. Anthracite Filter Coal - 1 ton bulk sacks on flatbed truck		
Unifilt Corporation	\$432.5151/ton – Truckload = 23 tons	\$9,947.85
4. Anthracite - Crushed, in suitable heavy-duty cloth, paper or polyethylene bags		
Unifilt Corporation	\$.2405/lb	\$6,253.00
5. Caustic Soda - bulk tank truck		
K.A. Steel Chemicals, Inc.	\$561.42 – price based on min. 3,500 gal deliveries of Coustic D/C 50%	\$171,233.10
Rowell Chemical Corporation	\$675.00/dry ton	\$205,875.00
Vertex Chemical Corporation	\$700.00/dry ton firm for 2012 or \$600.00/dry ton – firm 1/1/12 – 3/31/12 with quarterly revisions up or down based on documented market conditions	\$213,500.00
6. Activated Carbon - bulk truck in loads of 30,000 pounds		
Thatcher Company of Montana	\$.586/lb – minimum order: 15 tons	\$70,320.00
Jacobi Carbon, Inc.	\$.66 USD/lb	\$79,200.00
Norit Americas, Inc.	\$.68 Pac 20BF	\$81,600.00
Calgon Carbon Corporation	\$.70/lb	\$84,000.00
MeadWestVaco – MWV Specialty Chemicals	\$.71/lb – Aqua Nuchar	\$85,200.00
Standard Purification	\$.7685/lb	\$92,220.00
7. Activated Carbon - 50 lb. bags palletized and plastic wrapped for fork lift		
Thatcher Company of Montana	\$.527/lb – minimum order: 15 tons	\$31,620.00
F2 Industries, LLC	\$1,132.00/ton	\$33,960.00
Jacobi Carbon, Inc.	\$1,360.00 USD/ton	\$40,800.00
Norit Americas, Inc.	\$1,360.00 PAC 20BF	\$40,800.00
Calgon Carbon Corporation	\$1,400.00/ton	\$42,000.00
Standard Purification	\$1,433.00/ton	\$42,996.00
Harcros Chemicals, Inc.	\$2,080.00/ton	\$62,400.00

8. Activated Carbon - bulk truck loads not to exceed 20,000 lbs.		
Jacobi Carbon, Inc.	\$.66/lb	\$99,000.00
Calgon Carbon Corporation	\$.70/lb	\$105,000.00
MeadWestVaco – MWV Specialty Chemicals	\$.74/lb – Aqua Nuchar	\$111,000.00
Norit Americas, Inc.	\$.745 PAC 20BF	\$111,750.00
Standard Purification	\$.8295/lb	\$124,425.00
9. Chlorine (Gas) 150 lb. Cylinders		
Viking Chemical Company	\$.407/lb - \$61.50/cyl – No E. Moline	\$14,774.10
Brenntag Mid-South, Inc.	\$.49 – no delivery/sales to E. Moline Pool	\$14,883.00
Hawkins, Inc.	\$.44/lb	\$15,972.00
Harcros Chemicals, Inc.	\$.453/lb	\$16,443.90
Pristine Water Solutions	\$.477/lb	\$17,315.10
10. Chlorine (Sodium Hypochlorite 15%) – 4,500 gallon loads		
K.A. Steel Chemicals, Inc.	\$.69/gal – Price based on min. 4,500 gal. deliveries of sodium hypochlorite 15%	\$134,550.00
Vertex Chemical Corporation	\$.749/gal	\$146,055.00
Rowell Chemical Corporation	\$.82/gal	\$159,900.00
Alexander Chemical Corporation	\$.89/gal – minimum shipment 45,000 lbs	\$173,550.00
11. Chlorine (Liquid) - truck load lots varying from 2 to 6 one-ton cylinders		
Brenntag Mid-South, Inc.	\$423.00/ton	\$80,793.00
Harcros Chemicals, Inc.	\$450.00/ton	\$85,950.00
Viking Chemical Company	\$500.00/ton	\$95,500.00
Alexander Chemical Corporation	\$690.00 – minimum shipment 6 tons	\$131,790.00
12. Citric Acid - lots of 5-10, 100 lb. bags		
Viking Chemical Company	\$54.50/bag – 50 lb bags	\$2,834.00
Harcros Chemicals, Inc.	\$1.15/lb	\$2,990.00
Brenntag Mid-South, Inc.	\$1.22/lb	\$3,172.00
Hawkins, Inc.	\$1.27/lb	\$3,302.00
13. Copper Sulfate - lots of 20-30, 50 lb. bags		
Chemrite, Inc.	\$1.69/lb	\$10,309.00
Harcros Chemicals, Inc.	\$1.95/lb	\$11,895.00
Brenntag Mid-South, Inc.	\$2.32/lb	\$14,152.00

14. Hydrofluosilicic Acid - bulk tank truck		
Pencco, Inc.	\$.319/lb – full truck loads (4,500 gal) only Rock Island & Moline. 23% adjusted basis	\$25,839.00
Hawkins, Inc.	\$.395/lb – East Moline	\$29,625.00
Viking Chemical Company	\$.405/lb – mini bulk only to E. Moline	\$30,375.00
Key Chemical, Inc.	\$.2845/lb – Moline & Rock Island only – pricing based on 23% basis. Quantity will be adjusted due to strength	\$44,808.75
Hawkins, Inc.	\$.357/lb – Rock Island & Moline	\$56,227.00
Viking Chemical Company	\$.405/lb – full tanks to Rock Island & Moline.	\$63,787.50
Alexander Chemical Corporation	\$.29/lb – minimum shipment 45,000 lbs	\$67,425.00
Mosaic Crop Nutrition, LLC	\$.2975/lb – Moline & Rock Island only – price based on 23% acidity adjusted basis. 40,000 lb minimum releases	\$69,168.75
Pristine Water Solutions	\$.398/lb	\$92,535.00
15. Hydrofluosilicic Acid - 15 gallon buckets		
Hawkins, Inc.	\$.44/lb or \$4.50/gal	\$2,497.50
Viking Chemical Company	\$5.00/gal	\$2,775.00
Brenntag Mid-South	\$5.35/gal	\$2,969.25
Harcros Chemicals, Inc.	\$5.96/gal	\$3,307.80
Pristine Water Solutions	\$8.523/gal	\$4,730.26
16. Lime - bulk trucks of 50,000 pound loads		
Mississippi Lime Company	\$159.50/ton	\$151,525.00
Carmeuse Lime, Inc.	\$.091005/lb	\$172,909.50
Lhoist North America/Chemical Lime Co. of MO	\$212.75/ton – additional fuel charge based on rate at shipment applies	\$202,112.50
17. Liquid Carbon Dioxide – Tank Supply		
Continental Carbonic Products, Inc.	\$.033/lb (\$66/ton) – subject to a twenty (20) ton minimum	\$12,375.00
Linde, LLC	\$.035/lb	\$13,125.00
18. Liquid Ferric Sulfate 18%+++ - bulk tank truck, 4,500 gallon loads		
Kemira Water Solutions, Inc.	\$.0952/lb	\$27,132.00
General Performance Chemical Products, LLC	\$.119/lb	\$33,915.00

19. Magnesium Bisulfite - lots of approximately four to eight - 30 gallon plastic drums		
Brenntag Mid-South, Inc.	\$.34	\$5,100.00
20. Potassium Permanganate - lots of ten -110 lb. (50Kg) drums		
Viking Chemical Corporation	\$1.99/lb	\$7,363.00
Marubeni Specialty Chemicals, Inc.	\$2.17/lb – 55 lb drum	\$8,029.00
Chemrite, Inc.	\$2.35/lb	\$8,695.00
Brenntag Mid-South, Inc.	\$3.17/lb	\$11,729.00
21. Potassium Permanganate – 55lb drum (25Kg pails) with handles		
Viking Chemical Corporation	\$1.99/lb	\$38,655.75
Thatcher Company of Montana	\$2.067/lb	\$40,151.48
Marubeni Specialty Chemicals, Inc.	\$2.12/lb	\$41,181.00
American International Chemical	\$2.15/lb	\$41,763.75
Chemrite, Inc.	\$2.28/lb	\$44,289.00
F2 Industries, LLC	\$2.28/lb	\$44,289.00
Brenntag Mid-South, Inc.	\$3.17/lb	\$61,577.25
Harcros Chemicals, Inc.	\$3.39/lb	\$65,850.75
22. Aqua Mag – 55 gallon drums		
Carus Corporation	\$.65/lb	\$2,445.30
Shannon Chemical Corporation	\$.757/lb	\$2,847.83
Hawkins, Inc.	\$.76/lb – LPC-Amiscure trade name	\$2,859.12
Pristine Water Solutions	\$.780/lb – Aquadene SK-7641	\$2,934.36
Brenntag Mid-South, Inc.	\$.92/lb	\$3,461.04
23. Phosphoric Acid – Bulk tank truck		
Prayon, Inc.	\$.525/lb	\$23,625.00
Hawkins, Inc.	\$.55/lb	\$24,750.00
Harcros Chemicals, Inc.	\$.595/lb	\$26,775.00
Shannon Chemical Corporation	\$.647/lb	\$29,115.00
Carus Corporation	\$.655/lb	\$29,475.00
Rowell Chemical Corporation	\$.68/lb	\$30,600.00
Brenntag Mid-South, Inc.	\$.69/lb	\$31,050.00
Pristine Water Solutions	\$.695/lb – Aquadene SK7612	\$31,275.00

No Bids

1. JCI Jones Chemical, Inc.
2. Linwood Mining
3. Nalco Company
4. Praxair
5. Solvay Fluorides

Water Chemical Bid Opening – October 27, 2011

11/30/11

CHEMICAL VENDORS FOR 2012

CHEMICAL	VENDOR	2011 UNIT COST	2012 UNIT COST
AMMONIA	TANNER INDUSTRIES, INC.	\$1,380.00/ton	\$1,580.00/ton
CARBON	MWV SPECIALTY CHEMICALS	\$1,380.00/ton	\$1,420.00/ton
CHLORINE (Liquid – 1-Ton Containers)	BRENNTAG MID-SOUTH, INC.	\$440.00/ton	\$423.00/ton
CHLORINE (Sodium Hypochlorite)	K.A. STEEL CHEMICALS, INC.	\$0.608/gal	\$0.69/gal
FLUORIDE	KEY CHEMICAL, INC.	\$645.00/ton	\$569.00/ton
LIME	MISSISSIPPI LIME	\$149.50/ton	\$159.50/ton
LIQUID CARBON DIOXIDE	CONTINENTAL CARBONIC PRODUCTS, INC.	\$64.00/ton	\$66.00/ton
LIQUID FERRIC SULFATE	KEMIRA WATER SOLUTIONS, INC.	\$205.00/ton	\$190.40/ton
POLYMER - ANIONIC	PRISTINE WATER SOLUTIONS INC.	\$3,200.00/ton	\$3,200.00/ton
POLYMER - CATIONIC	ASHLAND SPECIALTY CHEMICAL	\$2,001.91/ton	\$2,001.91/ton
CATIONIC FILTER AID	PRISTINE WATER SOLUTIONS INC.	\$2,140.00/ton	\$2,140.00/ton
POTASSIUM PERMANGANATE	VIKING CHEMICAL	\$3,880.00/ton	\$3,980.00/ton
SODIUM POLYPHOSPHATE	PRISTINE WATER SOLUTIONS INC.	\$1,336.00/ton	\$1,336.00/ton

FINAL PLAT

J & D CARLYLE SUBDIVISION

BEING A RESUBDIVISION OF LOT 1 OF RASMUSSEN'S 1ST SUBDIVISION, PART OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

STATE OF ILLINOIS }
COUNTY OF ROCK ISLAND } SS

OWNER

THIS IS TO CERTIFY THAT JOHN K CARLYLE AND DONNA M CARLYLE ARE THE OWNERS AND PROPRIETORS OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE ATTACHED PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED, AND DOES HEREBY DEDICATE ROADS TO THE USE OF THE PUBLIC AS SHOWN HEREON, AND ALSO DOES HEREBY DEDICATE EASEMENTS FOR UTILITIES AS SHOWN HEREON.

THE ENTIRE SCHOOL DISTRICT IS WITHIN MOLINE SCHOOL DISTRICT #10

SIDEWALKS SHALL BE CONSTRUCTED AT THE TIME THE STRUCTURE IS CONSTRUCTED OR AT THE DIRECTION OF THE BOARD OF LOCAL IMPROVEMENTS RECOMMENDED TO THE CITY COUNCIL OF THE CITY OF MOLINE.

DATED THIS _____ DAY OF _____, 20____, A.D.

OWNER:

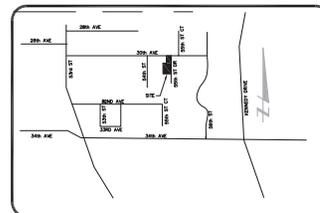
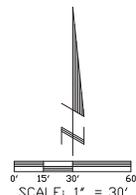
OWNER:

CURRENT ZONING R-2-

FRONT = 25'
SIDE = 5' MIN. AND SUM OF 12'
REAR = 30'

PROPOSED ZONING R-2-

FRONT = 25'
SIDE = 5' MIN. AND SUM OF 12'
REAR = 30'



LOCATION MAP
NO SCALE

NOTES

1. (●) INDICATES IRON MARKER FOUND IN PLACE.
2. (○) INDICATES 5/8" X 30" REBAR SET THIS SURVEY.
3. (□) INDICATES CONCRETE MONUMENT FOUND THIS SURVEY.
4. DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
5. BEARINGS AND DISTANCES IN PARENTHESES ARE THOSE OF RECORD; ALL OTHERS ARE FIELD MEASUREMENTS.
6. BEARINGS ARE BASED UPON PREVIOUS SURVEYS.
7. DATE OF COMPLETION OF FIELD WORK: 11/18/2011.

STATE OF ILLINOIS }
COUNTY OF ROCK ISLAND } SS

NOTARY PUBLIC

I, _____, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT JOHN K CARLYLE AND DONNA M CARLYLE ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENT FOR THE USES AND PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____, A.D.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF ROCK ISLAND } SS

I, JAMES FAETANNI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-3494 AND SURVEY MANAGER FOR XCEL CONSULTANTS, INC., DO HEREBY STATE THAT AT THE REQUEST OF AND FOR THE EXCLUSIVE BENEFIT OF JOHN AND DONNA CARLYLE, I HAVE PREPARED THIS PLAT OF SUBDIVISION. THE DESCRIPTION OF THE PREMISES SURVEYED ARE AS FOLLOWS TO-WIT:

LOT 1 OF RASMUSSEN'S 1ST SUBDIVISION, IN PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN MORE PARTICULARLY SOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF RASMUSSEN'S 1ST SUBDIVISION; THENCE SOUTH 02°24'06" EAST, A DISTANCE OF 349.96; THENCE SOUTH 89°02'24" WEST, A DISTANCE OF 181.79 FEET; THENCE NORTH 02°24'06" WEST, A DISTANCE OF 149.95 FEET; THENCE SOUTH 89°08' WEST, A DISTANCE OF 65.30 FEET; THENCE NORTH 02°24'06" WEST, A DISTANCE OF 200.07 FEET TO THE _____ SOUTH LINE OF 30TH AVENUE; THENCE NORTH 88°43'14" EAST, A DISTANCE OF 119.22 FEET TO THE _____ POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 50,896.779 SQUARE FEET OR 1.170 ACRES.

FOR THE PURPOSE OF THIS PLAT THE EAST LINE OF SAID LOT 1 IS ASSUMED TO HAVE A BEARING OF S02°24'06"E.

MONUMENTS AS SHOWN ON THE PLAT ARE SET OR WILL BE SET WITHIN THIRTY (30) DAYS AFTER THE COMPLETION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY, AND SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND WILL OCCUPY THE POSITIONS SHOWN THEREON.

NO PART OF THE PROPERTY COVERED BY THIS PLAT IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED FOR ROCK ISLAND COUNTY, ILLINOIS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER COMMUNITY PANEL NUMBER 17161 C 0295 F, WITH AN EFFECTIVE DATE OF APRIL 5, 2010.

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OF THE ABOVE DESCRIBED PROPERTY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

DATED THIS _____ DAY OF _____, 20____, A.D.



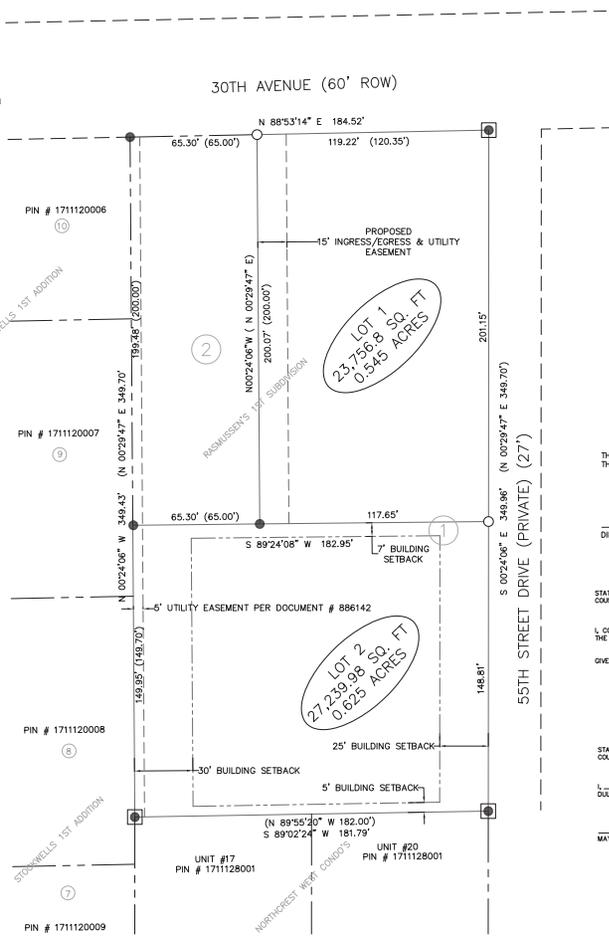
BY: JAMES A. FAETANNI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3494
LICENSE RENEWAL DATE: NOVEMBER 30, 2012

ENGINEER'S CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS EITHER WITHIN OR AROUND THIS SUBDIVISION WILL BE CHANGED BY THE CONSTRUCTION OF SAME OR PARTS THEREOF BUT ADEQUATE PROVISION HAS BEEN MADE TO COLLECT AND DIVERT SAID SURFACE WATERS TO PUBLIC DRAINS OR PRIVATE DRAINS TO WHICH THE OWNER HAS LEGAL ACCESS AND SAID PROVISIONS ARE SUCH THAT THE CAPACITY OF NO NATURAL OR MAN-MADE DRAIN WILL BE EXCEEDED AND NO DAMAGE TO ADJOINING PROPERTIES WILL INCUR BECAUSE OF SAID PROVISIONS.

BRIAN MUZZINO EWALT _____ DATE _____
REGISTERED PROFESSIONAL ENGINEER
REGISTRATION NO. 062-062347 EXP. DATE NOVEMBER 30, 2013

OWNER OR ATTORNEY



CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF ROCK ISLAND } SS

THE FOLLOWING FORM SHALL BE USED FOR CERTIFICATION BY THE CITY CLERK:

I, _____, CITY CLERK IN AND FOR THE SAID CITY OF MOLINE, DO HEREBY CERTIFY THAT ALL DUE ASSESSMENTS HAVE BEEN PAID UPON THE REAL ESTATE DESCRIBED ON THE ACCOMPANYING PLAT. IN WITNESS WHEREOF, I HERETOBY SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 20____.

CITY CLERK

CITY ENGINEER'S CERTIFICATE

THE DESIGN OF THE ACCOMPANYING PLAT HAS BEEN EXAMINED AND FOUND TO MEET THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE.

DIRECTOR OF PUBLIC WORKS

STATE OF ILLINOIS }
COUNTY OF ROCK ISLAND } SS

COUNTY CLERK'S CERTIFICATE

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

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

COUNTY CLERK
ROCK ISLAND COUNTY

CERTIFICATE OF CITY COUNCIL

STATE OF ILLINOIS }
COUNTY OF ROCK ISLAND } SS

_____, MAYOR OF THE CITY OF MOLINE, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS DULY PRESENTED TO THE CITY COUNCIL AND APPROVED AT A MEETING OF SAME HELD ON THE _____ DAY OF _____, A.D. 20____.

MAYOR _____ ATTEST:
CITY CLERK _____

PROPERTY OWNERS:

JOHN K & DONNA M CARLYLE
5430 30TH AVENUE
MOLINE, IL 61265

FINAL PLAT
J & D CARLYLE SUBDIVISION
MOLINE, ILLINOIS

8300 42ND STREET WEST
ROCK ISLAND, IL 61201
(314) 308-7550
(314) 308-7550



DESIGN FIRM NUMBER: 184-005864

DATE DRAWN:	DECEMBER 2011	
APPROVED BY:	JAF	
REVISIONS		
REV. #	DATE	DESCRIPTION

DRAWN BY:	BCH	CHK BY:	LLL
JOB NUMBER:	110113	DATE:	JAF
DRAWING NUMBER:	1 OF 1		

Table 35-3401.1

Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)	Type of Land Use
														Accessory Recreational & Institutional Land Uses (See Sec. 35-3413)
														Accessory Commercial Land Uses (See Sec. 35-3414)
					P	P	P	P	P	P	P	P	P	(a) Company-Provided Cafeteria
					P	S	P	P	P	P	P	S	S	(b) Company-Provided Day Care
					P	P	P	P	P	P	P	P	P	(c) Company-Provided On-Site Recreation
					P		P	P	P	P				(d) Dwelling Units Above Ground Floor
					S	P			S	P	P	P	P	(e) Fleet Vehicle Storage
									P	P	P			(f) Light Ind. Incident to Indoor Sales
						S	P	P	P	P	P			(g) Outdoor Dining
							P	P	P	P	P	P	P	(h) Outdoor Display, Removable
						S			S	S	P	P	P	(i) Outdoor Display and Storage, permanent
							S	S	S	P	P			(j) Outdoor Entertainment
														Accessory Transportation & Utility Land Uses (See Sec. 35-3415)
P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>(1) Solar Energy System, Attached</u>
P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>(2) Solar Energy System, Freestanding</u>
S	S					S			S	S	S	P	P	<u>(3) Wind Energy System</u>
														Accessory Storage, Wholesaling & Industrial Land Uses (Sec. 35-3416)
					P							P	P	(a) Indoor Sales Incident to Light Ind. Use

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P= Permitted Use S= Special Use I= Infill Residential Development (see Sec. 35-3211)

* * * * *

ARTICLE III. ZONING

* * * * *

SEC. 35-3415. ACCESSORY TRANSPORTATION AND UTILITY LAND USES.

Transportation and utility accessory uses are those which are incidental and subordinate to, and serving, the principal use. Generally, any principle transportation and utility use permitted by right within the applicable zoning district may, upon review and approval of the zoning administrator, be permitted as an accessory use. Transportation and utility uses that require special use approval as a principal use in the applicable zoning district shall also require special use approval prior to establishment as an accessory use. Additionally, the City of Moline wishes to allow the safe, effective, and efficient use of renewable energy systems which will reduce pollution and dependence on nonrenewable energy resources. The following provide specific standards for accessory utility uses permitted by right or by special use permit within the applicable zoning districts.

(1) SOLAR ENERGY SYSTEM, ATTACHED. Description: An assembly of components which captures radiant energy from the sun to provide heat, electricity, or other usable form of converted energy to onsite buildings and structures. Attached solar energy systems typically consist of an array of solar cells, photovoltaic panels, and/or thermal collectors mounted to a building, and also include inverters, batteries, and interconnection wiring.

a. Regulations:

1. Shall be mounted on a principal or major accessory structure.
2. Shall be isolated or screened so as not to be visible from any adjacent street. The appearance of screens shall be coordinated with and integral to the building and site to maintain a unified appearance. If solar access mandates a system to be visible from a street, the system shall integrate into the architectural design of the building by means of height, angle, placement, and/or use of innovative materials.
3. Shall not project more than 5 feet above the attached roof surface.
4. Shall not project more than 18 inches from the attached building wall or roof edge unless demonstrated, to the satisfaction of the Zoning Administrator, that the proposed installation will integrate into the design of the building and will not project into a minimum yard setback.
5. Applicant shall provide notice to the local electric utility company and submit a copy of an approved net metering agreement to the City prior to obtaining a building permit.
6. A Special Use permit shall be required within any historic district or on a historic landmark property. Application documents shall include elevation drawings and also façade renderings which accurately depict the proposed installation as viewed from street level from all directions. A copy of the application shall be forwarded to the Historic Preservation Commission for review and advisory design input prior to the public hearing.

b. Uses similar from ILQCUZC:

1. n/a

(2) SOLAR ENERGY SYSTEM, FREESTANDING. Description: An assembly of components which captures radiant energy from the sun to provide heat, electricity, or other usable form of converted energy to onsite buildings and structures. Freestanding solar energy systems typically consist of an array of solar cells, photovoltaic panels, and/or thermal collectors mounted to the

ground or a pole or similar support structure, or a minor accessory structure, and also include inverters, batteries, and interconnection wiring. This description shall exclude solar panels on lawful traffic control equipment and also exclude solar panels up to 18 square feet in size on standalone devices such as signs, lighting, security equipment, or emergency telephones, provided that such devices comply with all other applicable codes and regulations.

a. Regulations:

1. In residential zoning districts, shall be limited to one (1) system per lot with a maximum overall height of 15 feet and a maximum array size of 240 square feet.
2. In non-residential and resource zoning districts multiple systems are allowed, however, each system shall have a maximum overall height of 15 feet.
3. Shall meet accessory structure setbacks established in Article III for the applicable zoning district. In residential districts, shall be located behind the principal structure, opposite the street, or in a rear yard.
4. Shall be secured from climbing and unauthorized access.
5. Shall meet mechanical equipment screening requirements at Sec. 35-5502, or demonstrate to the satisfaction of the Zoning Administrator that a fully-screened installation will unreasonably limit solar access and screening will be provided to the maximum extent practicable.
6. Applicant shall provide notice to the local electric utility company and submit a copy of an approved net metering agreement to the City prior to obtaining a building permit.
7. A Special Use permit shall be required within any historic district or on a historic landmark property. Application documents shall include elevation drawings and also façade renderings which accurately depict the proposed installation as viewed from street level from all directions. A copy of the application shall be forwarded to the Historic Preservation Commission for review and advisory design input prior to the public hearing.

b. Uses similar from ILQCUZC:

1. n/a.

(3) **WIND ENERGY SYSTEM.** Description: An assembly of components which converts the kinetic energy in wind into usable electrical, mechanical, or thermal energy, consisting of a single wind turbine, a tower or mounting, and associated control equipment. May be installed on a principal or accessory structure (building-mounted) or installed on a tower or support structure (freestanding).

a. Regulations:

1. Shall incorporate a low-profile design with a maximum operating width or rotor diameter of 12 feet for any turbine.
2. A freestanding system shall have a maximum overall system height of 80 feet measured from the lowest grade at the base of the mounting structure to the highest point of the system, except where adjacent to a residential zoning district the system shall have a maximum overall height of 60 feet. A building-mounted system shall also meet these height limits or may extend 20 feet above the highest point of the roof structure, whichever is greater.
3. Freestanding systems shall be set back from all property lines a minimum distance equal to 1.1 times the overall system height. Building-mounted systems shall be set back 1.5 times the minimum principal structure setback or 10 feet, whichever is greater.

4. Shall have a minimum clearance of 20 feet from grade to any moving component.
5. Shall be secured from climbing and unauthorized access.
6. Any freestanding system shall be mounted on a self-supporting monopole tower. Lattice or guyed towers shall not be utilized. Tower and exposed system components shall be non-reflective white, gray, or a similar neutral color as approved by the Zoning Administrator.
7. Shall display no unlawful signs.
8. Applicant shall provide notice to the local electric utility company and submit a copy of an approved net metering agreement to the City prior to obtaining a building permit.
9. Each lot shall be allowed one system with a single operating turbine, regardless of mounting or installation type. Multiple turbine systems may be allowed with approval of a Special Use Permit where an applicant demonstrates that the installations will integrate into the architectural design of the building or site and will minimize visual and nuisance impacts to adjoining properties.
10. Shall not exceed noise standards at Sec. 35-5409, measured at the property line.
11. A Special Use permit shall be required within any historic district or on a historic landmark property. Application documents shall include elevation drawings and also façade renderings which accurately depict the proposed installation as viewed from street level from all directions. A copy of the application shall be forwarded to the Historic Preservation Commission for review and advisory design input prior to the public hearing.
12. Any wind energy system which is inoperable or abandoned for a period of 12 consecutive months must be repaired or removed within 90 days following notice from the Zoning Administrator.

b. Uses similar from ILQCUZC:

1. n/a.

Renewable Energy Systems

Plan Commission public hearing
 Proposed Zoning Code amendments
 Original hearing August 10, 2011
 Hearing continued December 14, 2011



System Types:

1. Solar energy system, ~~small~~ attached
2. Solar energy system, ~~small~~ freestanding
3. Wind energy system, ~~micro~~
4. ~~Wind energy system, small~~

Solar energy system, attached



Solar energy system, attached

- Mounted on principal or accessory structures.
- Not visible from adjoining street; if not feasible, integrate into building design.
- Maximum height 5 feet above roof.
- Project up to 18 inches from façade or roof edge unless integrates into design of building.
- Notice to utility & net metering agreement.
- Special Use permit in historic district
- Permitted uses in all zoning districts

Solar energy system, freestanding



Solar energy system, small freestanding

- In residential, maximum 1 per lot, 240 sf, and located behind the principal structure
- Maximum height 15 feet
- Meet accessory structure setbacks
- Secured from unauthorized access
- Meet screening requirements
- Special Use permit in historic district
- Notice to utility & net metering agreement.
- Permitted in all zoning districts

Wind energy system



7

Wind energy system

- Low-profile, max width/diameter 12 feet
- Building-mounted or freestanding
- Maximum height 80 feet, 60 feet if adjacent to residential districts
- Freestanding systems setback 1.1 times the system height; building-mounted setback 1.5 times the required principal structure setback or 10 feet, whichever is greater.
- Minimum separation 1.5x the system height from any offsite principal structure
- Minimum clearance 20 feet from grade
- Secured from unauthorized access

8

Wind energy system (cont.)

- Self-supporting monopole tower; lattice or guyed towers prohibited
- White, gray, or neutral color
- Maximum 1 turbine per lot; multiple turbines allowed with Special Use permit.
- Shall not exceed noise standards
- Special Use permit in historic district
- Repaired or removed after 12 months inoperable or abandoned
- Permitted use in I-1, and I-2 districts
- Special Use in C-2, AG-2, ORT, B-2, B-3, B-4

9

Concerns

- Solar energy systems integrated into a building.
- Medium to large wind and wind farms prohibited in Moline.
- Small wind 100 kW or smaller too small and too short in height to result in any negative impact to birds, acoustics, or radio frequencies.
- Little or no shadow flicker and little threat to ice buildup

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Concerns

- Operating noise levels low – hum similar to a refrigerator, decibels similar to flag flapping in wind.
- Poles not climbable
- Engineered with built-in safety features
- Height limits, setbacks, small profile (<12 ft), monopole, and neutral color should minimize aesthetic impacts.

11

Council Bill/Resolution No. _____

Sponsor: _____

A RESOLUTION

SUPPORTING a grant application to the U.S. Department of Housing & Urban Development (HUD) for FY 2012 Lead-Based Paint Hazard Control Grant Program; 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 the Cities of Rock Island and Sterling, Illinois; the Rock Island County Health Department; Project NOW; and the Rock Island Economic Growth Corp., in accord with the HUD application guidelines and requirements.

WHEREAS, due to the age of Moline’s housing stock, many homes in Moline contain lead-based paint which has been proven to be a health hazard under certain conditions, especially to young children; and

WHEREAS, the City of Moline has conducted lead-abatement activities in the past as a means to promoting the health, safety, and welfare of the residents of Moline; and

WHEREAS said abatement activities have been conducted under previous grant awards in conjunction with the partnering entities mentioned above and it would be desirable to continue such partnerships for the purpose of applying for and administering said grant program funds; and

WHEREAS HUD is making competitive grant funds available to communities for the abatement of lead-based paint hazards as part of their FY 2012 grant programs.

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

That a grant application for the abatement of lead-based paint hazards in residential structures be prepared for submittal to HUD, and that staff do all things necessary to submit said grant application on behalf of the City of Moline and its partner entities as described above in accord with the HUD application guidelines and requirements.

CITY OF MOLINE, ILLINOIS

Mayor

January 3, 2012
Date

Approved: January 3, 2012

Passed: January 10, 2012

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

LICENSEE: Western Illinois University, 3561 60th Street, Moline, IL 61265

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is the Board of Trustees of Western Illinois University – Quad Cities, 3561 60th Street and 3300 River Drive, Moline, IL 61265, hereinafter called the LICENSEE.

PREMISES: Public right-of-way and City property generally located along the 2900 block through the 3300 block of River Drive and the 100-200 block of 34th Street, Moline, Illinois.

USE: LICENSEE shall be allowed only to: install and maintain light pole banners and brackets in accordance with City approved design plans.

INTEREST ACQUIRED: LICENSEE acquires only the right to: install and maintain light pole banners and brackets on public right-of-way and City property generally located along the 2900 block through the 3300 block of River Drive and the 100-200 block of 34th Street, Moline, Illinois, in accordance with City approved design plans.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary ownership, possessory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

TERM: The first term of this Licensing Agreement is from January 10, 2012 to December 31, 2012. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE'S submission of insurance certification and payment of fees. The CITY or the LICENSEE may terminate this Licensing Agreement by giving the other party 30 days written notice.

FEE: The annual usage charge is \$30.00

CONDITIONS:

(a) To the extent permitted by Illinois law, LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with the misuse of the banners and the objects on which the banners are displayed. LICENSEE shall procure a policy of insurance also naming the CITY as additional insured to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises. Said policy or certificate of same shall

be deposited with the CITY and shall remain in force or be replaced with one in force prior to the effective date of any cancellation notice.

LICENSEE shall be the primary insured.

LICENSEE shall provide a certificate of insurance meeting these requirements prior to the issuance of this license.

(b) LICENSEE shall submit a light pole banner and brackets design plan (hereinafter "design plan") for City approval, said approval in City's sole discretion.

(c) LICENSEE shall have the duty and responsibility to maintain the banners in a safe and neat condition and maintain all light pole banner and bracket improvements in accordance with approved design plans, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or at City's sole and exclusive option, said property on the premises shall become the property of the CITY – at the CITY'S option. Construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

CITY OF MOLINE, ILLINOIS

Board of Trustees of Western
Illinois University

By: _____

By: _____
Donald P. Welvaert, Mayor

Date: _____

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

PRE-FUNDING AGREEMENT

BETWEEN THE CITY OF MOLINE, ILLINOIS AND GENESIS HEALTH SYSTEM

This Agreement is entered into between the CITY OF MOLINE, Rock Island County, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (the “City”) and GENESIS HEALTH SYSTEM, an Iowa/Illinois Corporation and FRAUENSHUH HEALTH CARE REAL ESTATE SOLUTIONS, LLC, a Minnesota Limited Liability Company (the “Developer”) for the proposed establishment of a redevelopment project area and adoption of tax increment financing (“TIF”) with respect thereto.

RECITALS:

WHEREAS, the Developer is interested in pursuing the redevelopment of a portion of the property generally located south of 26th Avenue, east of 36th Street and west of 41st Street (collectively, the “Subject Property”) as shown on Exhibit “A” attached hereto; and

WHEREAS, the Developer proposes to build within the Subject Property a new mixed use development, the Genesis Medical Park, (the “Redevelopment Project”),” and

WHEREAS, due to the extraordinary costs associated with redeveloping the Subject Property, the City acknowledges that the Developer cannot proceed with the Redevelopment Project absent financial assistance as may be provided for under the Illinois Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.4-1 et. seq.*, (the “TIF Act”); and

WHEREAS, the City will incur certain expenses, including professional fees, legal fees, and related costs in pursuing the establishment of a redevelopment project area pursuant to the requirements of the TIF Act and the Developer is prepared to advance funds to the City to offset such City incurred expenses.

NOW, THEREFORE, in consideration of the premises and mutual covenants and findings contained in this Agreement, the City and Developer agree as follows:

Section 1. The Developer Agrees To:

- a. As soon as practical after the execution of this Agreement, the Developer shall pay to the City an amount of not less than forty-thousand dollars (\$40,000) to be deposited by the City into an account to be identified as the

“Genesis Medical Park TIF Account”. These funds shall be drawn upon by the City for payment of all reasonable or necessary costs incurred by the City to complete the TIF process, including those tasks outlined in Section 2.a. below and to prepare the redevelopment agreement between the City and the Developer with respect to the Subject Property. The use of these funds shall be limited to that which is permitted by the TIF Act under Section 11/74.4-3(q)(1). At the request of the Developer, the City shall provide the Developer with reasonable supporting documentation evidencing such costs. An estimated budget is attached as Exhibit B.

- b. Proceed with the Redevelopment Project, in compliance with the applicable codes and ordinances of the City, provided that said Redevelopment Project may be initiated after the City passes the TIF Ordinances.

Section 2. The City Agrees To:

- a. Upon receipt of the funds from the Developer, as provided for in Section 1.a. above, the City intends to diligently and in good faith proceed with the TIF process including conducting an eligibility/feasibility study, preparing a redevelopment plan, designating a redevelopment project area and adopting tax increment financing with respect to the Subject Property pursuant to the TIF Act.
- b. The City shall utilize good faith efforts to enter into a redevelopment agreement (“Redevelopment Agreement”) with the Developer, the terms and conditions thereof shall be acceptable to the City and Developer, but which shall definitely provide:
 - (1) for the reimbursement of redevelopment project costs (“Project Costs”) incurred in connection with the Redevelopment Project and any such costs that are incidental to the Redevelopment Project authorized under the TIF Act and as may be more particularly described in the Redevelopment Plan to be adopted by the City with respect to the Subject Property.
 - (2) that the maximum amount of reimbursement of Project Costs shall be limited to the public infrastructure costs associated with the Redevelopment Project as mutually agreed upon by the City and the Developer, plus the amount expended from the Genesis Medical Park TIF Account.
 - (3) that the Redevelopment Agreement shall remain in effect for the maximum term allowable under the TIF Act or until all Project Costs have been reimbursed, whichever occurs first.
 - (4) that the agreed upon percentage of the “net incremental ad valorem tax revenues” received by the City from the Redevelopment Project

Area shall be allocated to reimburse the Developer for Project Costs incurred as set forth and limited herein. The “net incremental ad valorem tax revenues” shall be the gross incremental ad valorem tax revenues less annual administrative costs associated with implementing the TIF program for this Redevelopment Project Area. Annual implementation costs may include, but are not necessarily limited to audit and related fees, annual notices and annual reports to the Illinois Comptroller. It is anticipated that the City’s annual costs of implementation will be relatively small, but in no case shall such costs exceed five percent (5%) of the gross incremental ad valorem tax revenues from the Subject Property.

Section 3. Release of Unexpended Funds: If after the City has passed the TIF Ordinances there remains a balance of unexpended funds in the Genesis Medical Park TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, these funds shall be released and paid to the Developer within 60 days of passing said TIF Ordinances.

Section 4. Abandonment of Redevelopment Project:

- a. If the Developer decides not to proceed with the Redevelopment Project prior to the City adopting the TIF Ordinances, Developer shall notify the City. The City shall immediately suspend all work related to the Redevelopment Plan and Project, including notifying any professional firms and legal counsel retained by the City to assist with this Redevelopment Plan and Project, to suspend all work. The City will be allowed to expend funds from the Genesis Medical Park TIF Account to pay all costs incurred to the date of such suspension. Any balance of unexpended funds in the Genesis Medical Park TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, shall be released and paid to the Developer within 60 days of abandonment.
- b. If the Developer decides not to proceed with the Redevelopment Project after the City adopts the TIF Ordinances, Developer shall not be entitled to any reimbursement of funds advanced to the City pursuant to Section 1.a. of this Agreement, except as provided for in Section 3 of this Agreement.

Section 5. Failure to Approve the TIF Ordinances:

If the conclusion of the initial eligibility study indicates that the proposed Redevelopment Project Area does not meet the definition of a “blighted area,” “conservation area” or a combination thereof, then the City shall notify the Developer in writing that the proposed Redevelopment Project Area does not qualify and will terminate the TIF process. The City shall suspend all work related to the Redevelopment Plan and Project, including notifying the professional firms and legal counsel retained by the City to assist with this Redevelopment Plan and Project to suspend all work. The City will be allowed to expend funds from the Genesis Medical Park

TIF Account to pay all costs incurred to the date of such suspension. Any balance of unexpended funds in the Genesis Medical Park TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, shall be released and paid to the Developer within 60 days of termination.

Section 6. Notices: Any notice or other communication to be given to either party hereunder shall be delivered by any of the following methods: (i) by personal, hand delivery, in writing, (ii) by nationally recognized overnight courier for next day delivery, or (iii) by U.S. Certified Mail, return receipt requested, and addressed to the addresses set forth below. Any notice shall be deemed effectively given, if personally delivered, upon receipt thereof, and if by methods (ii) and (iii) upon the date of deposit therein. The address for notices shall be as follows:

If to Developer:
Genesis Health System
1228 East Rusholme Street
Davenport, IA 52803
Attn: Florence Spyrow

If to the City:
City of Moline
619 16th Street
Moline, IL 61265
Attn: City Administrator and City Clerk

Frauenschuh HealthCare Real Estate Solutions
7101 West 78th Street
Suite #100
Minneapolis, MN 55439

With a copy to:
City of Moline
619 16th Street
Moline, IL 61265
Attn: City Attorney

With a copy to:
Ronald S. Cope
Ungaretti & Harris
Three First National Plaza
70 West Madison
Chicago, IL 60602

With a copy to:
City of Moline
619 16th Street
Moline, IL 61265
Attn: Planning & Development Director

Section 7. Enforcement: Either party herein may use any remedy provided at law or in equity to enforce compliance by and/or obtain relief or redress from the other party pursuant to the provisions of this Agreement. The election and/or use of any remedy at law or in equity shall not at any time prevent the use of any other remedy provided at law or in equity or the subsequent use of the same remedy, except as provided by law.

If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the party prevailing substantially on the merits in such action shall be entitled to recovery of all costs and expenses, including, without limitation, reasonable attorneys' fees, expert witness fees, consultant fees and litigation costs.

- Section 8. Controlling State and Court: The City and Developer stipulate and agree that this Agreement shall be interpreted and applied pursuant to the laws of the State of Illinois. The City and Developer also stipulate and agree that the Circuit Court of the jurisdiction of Rock Island County, Illinois, shall be the sole and exclusive Court of jurisdiction and venue for any and all legal actions, in law or in equity, arising between the City and Developer pursuant to the provisions of the Agreement. Each party to this Agreement agrees and consents to being estopped and barred from using any other Court or alternative dispute resolution in any other jurisdiction or venue for such actions. In the event that either the City or Developer files any legal action, in law or in equity, in any other Court, jurisdiction, or venue, then the other party shall be entitled to recover all damages, expenses, reasonable attorney fees, and reasonable costs it incurs in defending against, responding to, and/or obtaining relief from such action in such Court.
- Section 9. Invalidity or Unenforceability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provisions to persons, other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- Section 10. Entire Agreement: This Agreement, including the Exhibits, constitutes the entire agreement between the City and Developer and supersedes all prior written and verbal agreements, promises, or understandings, if any, between the parties herein.
- Section 11. Warranty: Each individual executing this Agreement represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the entity for which said individual is executing on behalf of and that this Agreement is binding upon the entity for which said individual is executing on behalf of.
- Section 12. Exhibits:. All exhibits attached hereto form a part of this Agreement and are incorporated herein.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed be
executed this _____ day of _____, 2011.

CITY:

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

By: _____
Donald P. Welvaert, Mayor

ATTEST:

Tracy A Koranda, City Clerk

Approved as to Form:

Maureen Riggs, City Attorney

DEVELOPER:

Genesis Health System

By: _____

By: _____

Frauenshus HealthCare Real Estate Solutions

By: _____

By: _____

Exhibit A

Exhibit B
ESTIMATED BUDGET

TIF Consultant	\$30,000	
TIF Consultant Expenses	\$ 3,000	
Legal Notices & Mailings	\$ 1,500	
Engineering Consultant	\$ 3,000	
Legal Description	<u>\$ 2,500</u>	\$40,000

CONTRACT FOR PROFESSIONAL SERVICES

**BETWEEN
THE CITY OF MOLINE, ILLINOIS
AND
PECKHAM GUYTON ALBERS & VIETS, INC.
(41st Street TIF Redevelopment Project Area)**

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

WITNESSETH:

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

Whereas, the City desires to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the 41st Street Redevelopment Project Area (Project Area); and

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

Whereas, PGAV is duly experienced in providing technical services in conducting eligibility studies and preparing tax increment financing redevelopment plans.

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

I. SCOPE OF SERVICES

A. Interested Parties Registry

PGAV will assist the City in complying with the requirements of the TIF Act regarding the "interested parties' registry." This assistance includes providing the City with drafts of the following:

1. A newspaper notice of registration for the interested parties registry regarding the proposed TIF district.
2. Prepare an updated TIF interested parties registration form.

B. Eligibility Analysis and Boundary Determination

1. The general area being considered for use of tax increment financing is shown on the attached map (see **Exhibit A**). This area shall be considered as the study area for The TIF Area until a final TIF boundary is established.
2. PGAV will meet with City representatives to identify and discuss issues that need to be considered for the proposed TIF program, including deciding what properties should be included in the proposed Project Area. Also included for discussion will be City policies on any issues affecting the TIF program; projects desired for inclusion in the program; and any other ideas, thoughts, or suggestions the City wants to transmit to PGAV at this stage of the process.
3. PGAV will examine available information on the Study Area, including evidence of subsurface mining and documentation on environmental remediation cleanup costs incurred and known

content of the land fill contained within the Area. PGAV will compile this information in the Eligibility Analysis pursuant to the definition of "blighted area" within the TIF Act. PGAV will also examine trends in property value assessments to determine if this eligibility factor applies as well.

4. Based upon the findings of the information research to satisfy the eligibility requirements of the TIF Act., will recommend a final boundary for the Project Area. Upon concurrence by the City's point of contact, PGAV will prepare findings on eligibility and incorporate said findings in the Redevelopment Plan as described in Task C below:

C. Redevelopment Plan

1. Redevelopment Plan/Statutory Requirements:

PGAV will prepare a Redevelopment Plan for the TIF Area to be known as the 41st Redevelopment Project Area. This Plan will include as provided for in the TIF statute:

- a. Redevelopment plan objectives.
- b. Generalized land use for the Project Area.
- c. Description of private projects and necessary public actions.
- d. Implementation strategy.
- e. Estimated redevelopment project costs.
- f. Estimate of equalized assessed value of the Project Area after redevelopment.
- g. The eligibility findings for the Project Area as documented in Task C of this scope of services.
- h. Include documentation that "but for TIF" the Plan will not be implemented.
- i. Include evidence that the subject Project Area has not been subject to growth and development by private enterprise as may be revealed from assessed value data and/or building permit records.

2. Exhibits:

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

- a. Redevelopment Project Area Map for the 41st Street Redevelopment Project Area.
- b. General Land Use Plan.
- c. Estimated Redevelopment Project Costs.

D. Review & Approval Process

1. PGAV will prepare, for the City's use, a schedule that documents the Redevelopment Plan review and approval process for the proposed 41st Street Redevelopment Project Area. Included on this schedule will be dates for publications and mailing of required notices pursuant to the requirements of the TIF Act.

2. PGAV will provide guidance to the City in the formal approval process of the Redevelopment Plan. This shall include general advice and sample notices for the: Joint Review Board; public hearing; approval ordinances, etc., and notices to taxing bodies, property owners and residential addressees located within 750 of the Project Area.
3. PGAV will present the proposed Redevelopment Plan at the Joint Review Board meeting and at the required public hearing.

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

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

- A. A person to serve as a point of contact with the City, who will interact with PGAV staff and be responsible for tasks to be completed by the City.
- B. Digital base map of the Planning Area in ArcGIS shape files or in AutoCAD (.dxf) format. Also provide databases of property identification numbers, property ownership and street names.
- D. Collect the most recent equalized assessed valuation (E.A.V.) of each parcel in the Project Area from the County Assessor's office, including name and address of property owners. While collecting this information, the City will obtain the historical E.A.V. for each parcel going back to 2005.
- E. Prepare the legal description of proposed Redevelopment Project Area.
- F. Accomplish any necessary annexations for any land to be included in the TIF Area that is not currently within the corporate limits of the City.
- G. Accomplish any necessary amendments to the City's Comprehensive Plan, if any, so that the proposed uses contained in the TIF redevelopment plan are consistent with the Comprehensive Plan for the City as a whole.
- H. Be responsible for the publication of the required public hearing notices in the local newspaper and mailing of various required notices to taxing districts, property owners within the Redevelopment Project Area and residential addressees within 750 feet of the proposed Project Area boundary. The City will be responsible for ensuring that such publications and mailings take place in accordance with the schedule prepared by PGAV under Section 1 of this Agreement.

III. TIMING OF PERFORMANCE

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

IV. FEE & METHOD OF COMPENSATION

- A. The fee for the completed services shall be \$30,000, exclusive of reimbursable expenses as stated below.
- B. Reimbursable expenses will consist of reasonable travel expenses, local mileage, long distance telephone charges, express delivery charges, photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV. Reimbursable expenses shall not exceed \$2,000 without prior written consent from the City.
- C. Method of Compensation shall be in accordance with the below schedule:

1. \$3,000 retainer amount upon signing of the Agreement and submittal of invoice.
2. \$11,000 upon completion of the services stated in Section I, Task A and B and submittal of invoice.
3. \$10,000 upon completion of the Redevelopment Plan as stated in Section I, Task C and submittal of invoice.
4. \$6,000 upon completion of Section I, Task D and submittal of invoice.

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

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

V. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

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

- A. Revisions to the eligibility analysis or TIF redevelopment plan if the boundaries of the Project Area change after the City's concurrence with PGAV's recommended boundary configuration.
- B. Undertaking special studies such as market studies, economic impact studies, traffic impact studies and any other special studies that may be useful to the City in making decisions on specific development proposals within the Project Area.
- C. Preparation of a housing impact study, which would be required if the TIF Plan may result in the displacement of residents from 10 or more inhabited housing units.
- D. Preparation of the required annual TIF reports that are required to be submitted to the Illinois Comptroller's Office.
- E. Preparation of and/or review of redevelopment agreements between the City and private parties wishing to receive TIF assistance.

These services shall be considered additional work beyond the scope of this Agreement. The City may acquire such services by PGAV at an additional cost to be negotiated and provided for in the form of an addendum to this or separate Agreement.

VI. PROJECT STAFFING & MANAGEMENT

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

VII. TERMINATION OF AGREEMENT

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

VIII. OWNERSHIP OF DOCUMENTS

Except to the extent that documents, reports or other information are prepared under the provisions of this Agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

IX. OTHER TERMS AND CONDITIONS

The Scope of Services, provided in Section I of this Agreement, is based upon the provisions of the TIF Act as of December 31, 2010. Should anything occur that would cause TIF Redevelopment Plan to be prepared and processed under the terms of any subsequent amendments, the applicable portions of this Agreement shall be amended as appropriate.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this _____ day of _____, 2012.

ATTEST:

CITY OF MOLINE, ILLINOIS

Tracy Koranda, City Clerk

Donald P. Welvaert, Mayor

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

Michael P. Weber
Director, PGAV Planners

John Brancaglione, Vice President

Attachment: Exhibit A: 41st Street TIF Study Area