



MOLINE CITY COUNCIL AGENDA

Tuesday, December 4, 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

ROLL CALL

PUBLIC HEARING – 6:30 P.M.

2013 Budget

PLEDGE OF ALLEGIANCE

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		
Parker		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of November 27, 2012.

SECOND READING ORDINANCES

1. Council Bill/ General Ordinance 3040-2012

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by removing 20th Avenue, on both sides, from the west line of 16th Street, west for a distance of 50 feet.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

2. Council Bill/Resolution 1273-2012

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Willis of Illinois, Inc. (Willis) for liability, property and workers compensation insurance for a period of one year commencing on December 31, 2012.

EXPLANATION: Willis, the current broker for the City’s property and liability insurance, has submitted an agreement to provide coverage from December 31, 2012 through December 31, 2013. At \$672,957, the proposal is 0.05% less than the amount budgeted for 2013. The increase from 2012 is 10.5 % and is due, in part, to a regional increase in Public Officials Legal Liability and Auto Liability premium expenses.

FISCAL IMPACT: These items are budgeted for annually in the Liability Fund.

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Resolution 1274-2012

A Resolution authorizing the Mayor and City Clerk to extend the current agreement with Quality Construction Services, Inc. for property maintenance and management services for the City’s downtown parking garages for a two year period commencing on December 4, 2012.

EXPLANATION: The agreement with Quality Construction Services, Inc. is up for renewal. The current agreement fulfills all property management and maintenance needs for the City’s parking garages. Per the agreement, Quality provides snow plowing, daily cleaning, construction services, as well as any other activity required to keep the parking garages functioning properly. The agreement provides an option to extend the contract for two years at the same cost. Staff recommends extending this agreement as Quality has performed well and has responded quickly to maintenance issues.

FISCAL IMPACT: This is a budgeted item in the 2013 budget with over \$166,000 dedicated to maintenance for the three Downtown parking garages.

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

SECOND READING ORDINANCES

4. Council Bill/General Ordinance 3028-2012

An Ordinance approving the Tax Increment Redevelopment Plan and Project for the 41st Street Redevelopment Project Area.

EXPLANATION: The creation of Moline’s tenth Tax Increment Finance (TIF) district is being considered in order to assist the development of the 41st Street Redevelopment Project Area. The Joint Review Board (JRB) met September 25, 2012. The JRB reviewed the eligibility study and redevelopment plan and concluded that the area is blighted and can be considered for TIF designation. The JRB’s recommendation to City Council passed with a 2-1 vote.

FISCAL IMPACT: The City shall enter into separate performance based development agreements with private developers. Available funds shall primarily be used to reimburse private developers for eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3) as well as eligible administration and public improvements.

PUBLIC NOTICE/RECORDING: File with County Clerk

5. Council Bill/General Ordinance 3029-2012

An Ordinance designating the 41st Street Redevelopment Project Area.

EXPLANATION: One of the responsibilities of City Council with regard to creating a TIF district is to designate the proposed area as the redevelopment project area. The Joint Review Board (JRB) met September 25, 2012. The JRB reviewed the eligibility study and redevelopment plan and concluded that the area is blighted and can be considered for TIF designation. The JRB’s recommendation to City Council passed with a 2-1 vote.

FISCAL IMPACT: The City shall enter into separate performance based development agreements with private developers. Available funds shall primarily be used to reimburse private developers for eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3) as well as eligible administration and public improvements.

PUBLIC NOTICE/RECORDING: File with County Clerk

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

3028-2012		
Council Member	Aye	Nay
Parker		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Welvaert		

3029-2012		
Council Member	Aye	Nay
Parker		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Welvaert		

6. Council Bill/General Ordinance 3030-2012

An Ordinance adopting Tax Increment Financing for the 41st Street Redevelopment Project Area.

EXPLANATION: The final action by City Council is to adopt tax increment financing for the redevelopment project area. The Joint Review Board (JRB) met September 25, 2012. The JRB reviewed the eligibility study and redevelopment plan and concluded that the area is blighted and can be considered for TIF designation. The JRB’s recommendation to City Council passed with a 2-1 vote.

3030-2012		
Council Member	Aye	Nay
Parker		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Welvaert		

FISCAL IMPACT: The City shall enter into separate performance based development agreements with private developers. Available funds shall primarily be used to reimburse private developers for eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3) as well as eligible administration and public improvements.

PUBLIC NOTICE/RECORDING: File with County Clerk

RESOLUTIONS

7. Council Bill/Resolution 1275-2012

A Resolution authorizing the Mayor and City Clerk to execute a Development Agreement between the City of Moline and Genesis Health System for the Genesis 41st Street Wellness Campus Project.

EXPLANATION: The City wishes to enter into a Development Agreement with Genesis Health System in order to facilitate redevelopment of property located at the 2700 – 2800 block of 41st Street, Moline, to be known as the Genesis 41st Street Wellness Campus. Staff has negotiated a performance based rebate with Genesis for the proposed Phase I of the project, which includes public infrastructure improvements and amenities and construction of a 80,000 square foot medical office building and parking, all designed to promote healthy living and easy on-site navigation. The Development Agreement provides for a rebate of up to 15% of the total estimated project cost and said rebate will reimburse Genesis for increased costs of developing on the site as well as public infrastructure improvements and amenities.

1275-2012		
Council Member	Aye	Nay
Parker		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Welvaert		

FISCAL IMPACT: Increased Property, Sales and Use Taxes

PUBLIC NOTICE/RECORDING: N/A

FIRST READING ORDINANCES

8. Council Bill/ General Ordinance 3041-2012

An Ordinance making Appropriations for Corporate Purposes for the Fiscal Year beginning January 1, 2013 and ending December 31, 2013.

EXPLANATION: This is the annual Appropriation Ordinance which is required to be passed by State Statute. This Ordinance allows the City to expend funds during the fiscal year 2013.

FISCAL IMPACT: This Ordinance is necessary as an authorization granted by the City Council to make expenditures and to incur obligations during the fiscal year 2013.

PUBLIC NOTICE/RECORDING: Public Notice/File with the County Clerk

9. Council Bill/ General Ordinance 3042-2012

An Ordinance amending Chapter 21, “NUISANCES IN GENERAL,” of the Moline Code of Ordinances, by repealing said chapter in its entirety and enacting in lieu thereof one new Chapter 21 relating to the same subject matter.

EXPLANATION: The City recognizes the issue of repeat nuisance offenses on or within Moline properties and seeks to implement remedies and abatement procedures for same. This ordinance defines chronic nuisance properties and aggravated chronic nuisance properties and the types of offenses that, when repeated within a 365-day period, would fall within the parameters of the definitions and constitute a violation of the

City Code. Such offenses include but are not limited to certain drug and/or alcohol related activities, criminal damage to property, assault or battery, disorderly conduct, and more severe criminal activities. Remedies by the court will include closure of the property for a certain time period, emergency closure due to immediate threat, civil penalties, and authorization for the City to secure the property or otherwise abate the chronic nuisance or aggravated chronic nuisance if the owner fails to do so.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet publication

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Council Bill/General Ordinance No.: 3040-2012
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by removing 20th Avenue, on both sides, from the west line of 16th Street, west for a distance of 50 feet.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by removing 20th Avenue, on both sides, from the west line of 16th Street, west for a distance of 50 feet.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1273-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into an agreement with Willis of Illinois, Inc. (Willis) for liability, property and workers compensation insurance for a period of one year commencing on December 31, 2012.

WHEREAS, Willis has provided a proposal .5% less than the amount budgeted for 2012; and

WHEREAS, Willis' quote for renewal of City liability, property and workers compensation insurance policies for a period of one year commencing December 31, 2012 through December 31, 2013 on a self-insured retention (SIR) represents a 10.5% increase from 2012; and

WHEREAS, the self-insured retention policies allow staff to exercise more control over liability, property and workers compensation claims.

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 extend the current agreement with Willis for liability, property and workers compensation insurance for a period of one year commencing December 31, 2012; provided, however, that said agreement is substantially similar in form and content to the addendum referenced by Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

December 4, 2012

Date

Passed: December 4, 2012

Approved: December 11, 2012

Attest: _____

City Clerk

Approved as to Form:

City Attorney



City of Moline
619 16th Street
Moline, IL 61265

Willis of Illinois, Inc.
1800 River Drive
Moline, IL 61265

SERVICE AGREEMENT

This document records our mutual understanding regarding our professional relationship and the services we will provide to you.

City of Moline and Willis of Illinois, Inc. agree that the Term of the service and compensation arrangement set forth below will begin on December 31, 2012 and end on December 31, 2013.

1.0. Services and Responsibilities

1.1 Subject to all other terms and conditions of this Agreement, Willis shall provide the following services for the lines of coverage identified in Schedule A and any other services outlined in Schedule B.

1.2 We are committed to acting in your best interests in providing services to you.

1.3 Willis will work with your staff to update insurance underwriting data about the coverages on Schedule A.

1.4 The services we provide to you rely in significant part on the facts, information, and direction provided by you or your authorized representatives. Accordingly, you must provide us with complete and accurate information regarding your loss experience, risk exposures, changes in the analysis or scope of your risk exposures, and any other information reasonably required or requested by us or insurers. It is important to advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of coverage or pay a claim, must be disclosed. Failure to fully disclose such information might allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal of your existing coverage and upon placement of new lines of coverage. Willis is not responsible for any consequences arising from any delayed, inaccurate or incomplete information.

1.5 At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

1.6 You will make all final decisions relating to your insurance coverages, risk management, and loss control needs. We will procure the insurance coverage chosen by you, including the limits you choose. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions. We will advise you of any errors in, or recommended changes to, such documents. You agree to also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements.

1.7 We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, please retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies in case you need to report claims after termination of a policy.

1.8 We will meet, as requested by you, with your representatives to discuss coverage and policies. We will promptly respond to your requests for coverage information, analysis of changing market conditions, and assistance in reporting subsequent changes in information to insurance companies and service providers.

1.9 In our capacity as insurance brokers, we do not provide legal or tax advice. We encourage you to see any such advice you want or need from competent legal counsel or tax professionals.

1.10 This Section intentionally left blank.

2.0. Confidentiality

2.1 We treat information you provide us in the course of our professional relationship as confidential and use it only in performing services for you. We may share this information with third parties to provide the services to you. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. By providing us with data, you represent that you are fully authorized to possess that data and to provide it to us, and further that we are fully authorized to obtain, maintain, process and transfer such data in a commercially reasonable manner. We have implemented and maintain commercially reasonable and appropriate security measures to protect sensitive information from unauthorized use or disclosure. Records you provide us will remain your property and will be returned to you upon request. However, we will retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

2.2 This Section intentionally left blank.

3.0 Compensation and Disclosure

3.1 You agree that our compensation for the services provided under this Agreement shall be a fee of \$5,000. The fee is in addition to the net premium paid for the coverages and is payable as follows:

Due in full on the renewal date of 12/31/12

and

a commission of 12.5% for Travelers Public Sector Program, 18% for Travelers Property Docks Policy and a commission of 10% for the Safety National Excess Workers Compensation policy.

3.2 Our compensation for the services does not include federal, state and local sales, use, excise, receipts, gross income and other similar taxes or governmental charges which may be imposed. You are responsible for paying any such taxes or charges (except for taxes imposed on the net income of Willis) now imposed or becoming effective during the Term. In addition to the premium and our compensation, Willis may invoice you for any federal, state and local sales, use, excise or other similar taxes, unless you provide us with a valid tax exemption acceptable to us.

3.3 Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.

3.4 If a Willis affiliate located outside of North America serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation is not included in the fee.

3.5 ****NOT APPLICABLE TO THIS AGREEMENT**** Where permitted by applicable law, Willis may assess a policy service fee. The fee is on a per-policy basis and is calculated on the premium amount, per the schedule below:

Premium Amount	Policy Service Fee
<= \$5,000	\$10
\$5,001 - \$10,000	\$50
\$10,001 - \$25,000	\$100
\$>= \$25,001	\$250

The policy service fee is compensation to Willis for such value-added services and resources including dedicated industry practices, technical resources, placement support and our strategic outcomes practices. The fee is not required by any insurer or regulator, nor is it included in the premium charged. It will be listed separately on your invoice. It is not

necessary to procure a policy to obtain many of these and other services on a consultancy basis for a separate fee.

3.6 Willis is an insurance producer licensed to do business worldwide, including in all 50 states and the District of Columbia. Insurance producers are authorized by their license to work with insurance purchasers and discuss the benefits and terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of an insurance producer in any particular transaction involves one or more of these activities.

3.7 Upon request, Willis will provide you with additional information about the compensation Willis expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

3.8 To the extent Willis is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless we negotiate a different commission percentage with you.

3.9 In placing insurance on your behalf, Willis might use WillPLACE, a proprietary online tool that provides Willis brokers with access to global placement information. WillPLACE assists us in seeking to develop solutions for you with appropriate markets at competitive prices and terms. Some insurers pay Willis an Administration and Maintenance Fee for reporting on their book of business. Some of these insurers pay Willis an additional fee equal to 1% of the premium cost for placements matched through the WillPLACE system. Any insurer payments related to the WillPLACE system will not increase the cost of your insurance. WillPLACE fees are separate from and in addition to our compensation set forth in this Section 3 of this Agreement.

3.10 Willis may place your insurance with members of a panel of insurers. Willis develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the panel process.

3.11 This Paragraph left intentionally blank.

3.12 In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

3.13 If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are

corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

3.14 In the ordinary course of business we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you after we receive such funds.

3.15 Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

3.16 As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may provide services to insurers for some insurance products. These services may include (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; or (c) managing lineslips for insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we shall inform you and disclose the compensation payable to Willis in connection with the placement of the insurance coverage.

3.17 Some of our corporate parents, subsidiaries or affiliates are reinsurance brokers that provide reinsurance brokerage services to their insurance carrier clients. Their clients compensate them for those reinsurance brokerage services. Some of their insurance carrier clients may happen to be insurance carriers with whom we place your insurance coverages. The services we provide you and the reinsurance services our reinsurance affiliates provide their clients are separate and any compensation they may earn for the services they provide their clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.

3.18 Subsidiaries of Willis North America Inc are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

3.19 The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

4.0 Premium and Handling of Funds

4.1 You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. We are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.

4.2 You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Willis currently works with industry-leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies.

4.3 We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable state and federal insurance laws and regulations and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.

5.0 Termination

5.1 Either party may terminate this agreement upon 60 days prior written notice.

If we terminate this agreement under Section 4.1 before the end of the Term, we will be deemed to have fully earned and be entitled to a pro rata portion of the Fee, calculated from the start of the Term through the date of termination.

If you terminate this agreement before the end of the Term, we will be deemed to have fully earned and be entitled to a portion of the fee as set forth in the following schedule:

During the first six months:	75%
After six months:	100%

5.2 Our obligation to render the services under this agreement ceases at the end of the Term or on the effective date of termination of our relationship, whichever is sooner. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services

after the termination of this agreement for mutually agreed additional compensation. Nevertheless, we will, process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

6.0 Other Provisions

6.0 We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

6.1 In certain circumstances, the United States and other countries prohibit or restrict companies from conducting business in certain jurisdictions or with certain individuals or entities and can fine or otherwise penalize companies who conduct such business. The way these sanctions programs may affect a given insurance transaction depends on a number of complex factors including your ownership structure, control, location, and the nationality of your employees. We cannot advise you or insurers on the applicability of sanctions programs nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions programs. You should seek legal advice on the potential applicability of sanctions as you deem appropriate. We will comply with all applicable sanctions programs and, where required by law, may take certain actions, including freezing funds held on behalf of parties and individuals covered by applicable sanctions.

6.2 Willis owns and retains all right, title, and interest in and to the following Willis Property: (i) all software, hardware, technology, documentation, and information provided by Willis in connection with the Claim and Risk Control Services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Willis during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. We expressly reserve all rights in the Willis Property.

6.3 We agree to communicate with each other from time to time by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices.) We each agree, however, to employ reasonable virus checking procedures on our computer systems, and to check all electronic communications received for viruses. You will also check that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system is deemed the definitive record of electronic communications and documentation.

6.4 Please note that our system blocks certain file extensions for security reasons, including, but not limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us, and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

Willis

6.5 The Section headings in this Agreement are for convenience only and are not intended to define or limit the scope of the contents of such paragraphs. This Agreement may be executed in its original version or in any copy, counterpart, or other duplicate.

6.6 This Agreement supersedes any and all prior agreements between us regarding the insurance coverages and the services provided. This Agreement may not be amended or modified except by a written agreement executed by the parties.

6.7 The provisions of this agreement are severable, and, in the event any provision or portion of any provision is construed by any court of competent jurisdiction to be invalid, the same shall not invalidate any other provision of this agreement or the remainder of the enforceable portion of the provision.

6.8 This Agreement is governed by and construed in accordance with the laws of the state of Illinois without regarding to such state's choice of law rules. Any dispute shall be resolved in the appropriate state or federal courts located in such state.

7.0 Questions

7.1 If you have questions, please inform your Willis representative or call the head of our office. You may also call 1-866-704-5115, the toll-free number which Willis has established for client feedback.

City of Moline

By: _____

Title: _____

Date: _____

Willis of Illinois, Inc.

By:  _____
Title: *Vice President* _____
Date: *11-1-12* _____

Schedule A

POLICIES/COVERAGES

Travelers Public Sector Program

All Risk Property Coverage including Equipment Breakdown
Crime
Inland Marine
General Liability
Liquor Liability
Employee Benefits Liability
Law Enforcement Liability
Public Entity Management Liability
Public Entity Employment-Related Practice
Auto Liability
Auto Physical Damage
Garagekeepers Liability
Excess Liability
CyberFirst Liability

Travelers Inland Marine Division

Property – Docks

Safety National

Excess Workers Compensation

Schedule B

ACCOUNT MANAGEMENT SERVICES

A. General Services

- Negotiation and placement of all coverages as per your direction
- Provide ongoing coverage analysis and critique of policy language
- Documentation -- Issue cover notes and, when permitted by the insurer, binders and/or policies
- Premium billings
- Audits
- Administer surplus lines filings
- Provide market security updates as available
- Administer Certificates of Insurance
- Provide general market intelligence

B. Contractual Liability Services

- Review all contracts as presented by you and advise on insurance requirements relating to such contracts

C. Risk Services - Claim, Risk Control Service and Data Analytics

Claim Reporting

We will report to the carrier on your behalf the following claim types for which we are the broker of record at the time you report the claim to us:

- Litigated Liability
- Litigated workers compensation
- Property
- Executive Risk
- Environmental

This service includes

- Confirming receipt of reported claim by carrier
- Conducting coverage reviews of all new losses
- Reporting losses on all appropriate policies
- Reporting claims in accordance with any known reporting guidelines for client
- Sending acknowledgment to client confirming new loss report

Claim Advocacy

We will act as you claim advocate for all claims reported or for those lines of coverage where we are the current broker of record. This will include

- Addressing issues concerning applicable coverage
- Advising client on claims process expectations of carrier, policy coverage
- Assisting client in determining if incident should be reported
- Reviewing and assisting with coverage issues/rebuttals
- Reviewing and assisting in with response to reservation of rights
- Helping expedite claim handling process
- Negotiating reserves/settlements/salvage credits
- Analyzing contractual indemnity issues

Claim Strategy reviews – Telephonic or onsite reviews to determine appropriateness of claim strategy and course of action retrospectively and prospectively. Includes preparatory claim selection, organizing appropriate parties and all necessary follow up.

Advanced Claim Consulting Services

- Carrier, TPA and Vendor Selection
- Contract Reviews Insurance Requirements.
- Claim Audits
- Legacy Claim Management
- Managed care and Wellness
- Business Impact Analysis
- Training / Education

Willis Resolution Practice: Complex Claim – Use of Global or national resources on complicated or contentious claims. Some examples of circumstances where our clients may want to engage this team may include but is not limited to:

- Claims involving offshore placements
- Multiple fatalities or claimants
- Policy limit losses or multiple policies
- Catastrophic events
- Complex or contentious coverage situations

Critical Incident/Crisis Consulting - Use of Global or national resources or external consultants contracted through us or recommended by us in order to assist our clients through a sudden and critical event affecting their operations.

Risk Control and Safety Services

- Acquisition Due Diligence
- BI Studies
- Business Continuity Planning
- Carrier Compliance
- CAT Exposure Modeling & Analysis
- Construction Safety
- Security Risk Mitigation
- Environmental, Health & Safety Audits
- Facility Design
- Fire Protection Engineering
- Fleet Management
- Inspection Services
- Insurer Mediation
- Loss Projections
- Risk Quantification
- Pre Loss Planning
- Productivity Consulting
- Project Management
- Property Valuation
- Risk Exposure Database
- Risk improvement
- Risk Planning / Training



- Hazard Identification & Risk Analysis
- Risk Profiling

In the event you would like to engage Willis to provide any additional services please contact your Willis representative.

Travelers Insurance	Limits (Occurrence/Aggregate)	SIR	2012 Premium	2013 Premium	\$ Difference	% Difference
Auto Liability	\$1,000,000	\$50,000	\$60,350	\$67,904	\$7,554	12.5%
Catastrophic Property Damage-Public Works	\$3,500,000	\$25,000	\$17,187	\$20,147	\$2,960	17.2%
Catastrophic Property Damage-Police Department	\$500,000	\$25,000				
Property Damage - Vehicles over \$100,000	Replacement Cost	\$2,000/\$5,000				
Garagekeeper's (3 parking garages)	\$1,000,000	\$500/\$2,500 Comp				
Garagekeeper's (3 parking garages)		\$500 Collision				
Cyber Liability	\$50,000/\$1,000,000	\$5,000	\$4,103	\$4,966	\$863	21.0%
Employee Benefits	\$1,000,000/\$3,000,000	\$25,000	\$375	inc in G/L	-\$375	
Employee Practices Liability	\$1,000,000/\$2,000,000	\$100,000	\$44,978	\$49,017	\$4,039	9.0%
Excess (Umbrella)	\$10,000,000	\$10,000	\$69,401	\$73,130	\$3,729	5.4%
General Liability	\$1,000,000/\$2,000,000	\$100,000	\$95,974	\$105,447	\$9,473	9.9%
Liquor Liability	\$1,000,000	\$100,000	\$35	inc in G/L	\$35	
Paramedics/Nurse Malpractice	\$1,000,000	\$100,000				
Law Enforcement Legal Liability	\$1,000,000/\$2,000,000	\$50,000	\$94,974	\$99,987	\$5,013	5.3%
Property	\$146,596,694	\$25,000	\$135,473	\$138,107	\$2,634	1.9%
Art	\$250,000	\$1,000				
Boiler & Machinery	\$133,700,941	\$25,000				
Computers	\$1,596,739	\$1,000				
Contractors/Inland Marine	\$2,923,471	\$5,000		\$12,500	\$12,500	
Crime	\$1,000,000	\$1,000		\$3,103	\$3,103	
Docks Ded. Ice/wind/hail \$25,000/Flood \$50,000	\$136,280	\$5,000		\$3,350	\$3,350	
Mine Subsidence	\$750,000	\$25,000				
Monies	\$25,000	\$250				
Papers	\$2,600,000	\$2,500				
Public Officials Legal Liability	\$1,000,000/\$2,000,000	\$25,000	\$31,525	\$36,798	\$5,273	16.7%
Terrorism Endorsement	Adds peril					
<i>Travelers Total</i>			\$554,375	\$614,456	\$60,081	10.8%
Safety National Insurance	Limits (Occurrence/Aggregate)	SIR	2012 Premium	2013 Premium	\$ Difference	% Difference
Workers Compensation	Statutory Excess	\$600,000	\$49,832	\$53,501	\$3,669	7.4%
Police Officers & Firefighters		\$600,000				
Jones Act		\$750,000				
Employer's Liability	\$1,000,000	\$500,000				
Willis Consulting Fee			\$5,000	\$5,000	\$0	0.0%
<i>Safety National Total</i>			\$54,832	\$58,501	\$3,669	6.7%
Grand Total			\$609,207	\$672,957	\$63,750	10.5%

Council Bill/Resolution No. 1274-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to extend the current agreement with Quality Construction Services, Inc. for property maintenance and management services for the City's downtown parking garages for a two year period commencing on December 4, 2012.

WHEREAS, the City and Quality Construction Services, Inc. (hereinafter: "Quality") currently have an agreement with the City of Moline to provide all property management and maintenance services for the City's parking garages; and

WHEREAS, Quality has agreed to maintain the current labor and maintenance rates throughout the life of the proposed agreement extension; and

WHEREAS, the City and Quality have agreed to the conditions outlined in the agreement attached hereto and incorporated herein as Exhibit "A" to continue the proper maintenance of the City's parking garages.

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 extend the current agreement with Quality Construction Services, Inc. for property maintenance and management services for the City's downtown parking garages for a two year period commencing on December 4, 2012; provided, however, that said agreement is substantially similar in form and content to the addendum referenced by Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

December 4, 2012

Date

Passed: December 4, 2012

Approved: December 11, 2012

Attest: _____

City Clerk

Approved as to Form:

City Attorney

”

EXHIBIT “A”

**AGREEMENT FOR
PROPERTY MAINTENANCE AND MANAGEMENT SERVICES
PARKING GARAGES (3)
CITY OF MOLINE, ILLINOIS**

This Agreement is made and entered into this _____ day of _____, 2012, by and between the CITY OF MOLINE, ILLINOIS (hereinafter "City"), and QUALITY CONSTRUCTION SERVICES, INC., (hereinafter "Quality"), an Iowa corporation with its offices in Eldridge, Iowa.

WHEREAS, City is interested in entering into an Agreement for property maintenance and management services for the Centre Station, Heritage Place, and Midtown parking garages (hereinafter collectively referred to as "Garages"); and

WHEREAS, Quality desires to provide property maintenance and management services to City for said Garages under certain terms and conditions set forth below.

WITNESSETH, that Quality for and in consideration of the payments to be made to it by City, hereby covenants and agrees to and with City that it shall and will in a good and workmanlike manner furnish all labor, materials and services for the property maintenance and management of said Garages according to the terms and conditions as follows:

I. FACILITIES LOCATION AND DESCRIPTION

The Garages are located as follows;

A. Centre Station 1200 River Drive, Moline, Illinois. Services for the parking garage at Centre Station are limited to the second and third level decks (including ingress and egress ramps, to/from street level), and the following common areas of the property known as Centre Station: the Clock Tower, both common stairwells (East and West ends of the property), foyers at each level and the elevator. This garage contains approximately 321 parking spaces.

B. Heritage Place Parking Garage. This garage is located at the corner of 15th Street and 4th Avenue. It consists of 3-levels (decks) of parking (including ingress and egress ramps, to/from street level), approximately 306 parking spaces, two stairwells, an elevator and grounds.

C. Midtown Parking Garage. This garage is located on Sixth Avenue between 16th and 17th Streets. It consists of 4-levels (decks) of parking (including ingress and egress ramps, to/from street level), approximately 444 parking spaces, and enclosed pedestrian stair towers, a pedestrian bridge linking garage to Fifth Avenue building, an elevator and grounds surrounding the structure.

II. TERM OF AGREEMENT AND CANCELLATION

A. TERM

1. Services shall commence on December 4, 2012 and expire on December 31, 2014 (hereinafter "original term").
2. The City may elect to extend services under this Agreement, beyond the original term, in additional increments the length of which is to be determined by the Parties at the time of extension. Notice of extensions shall be served pursuant to Section VI.F, with (30) thirty days written notice prior to the end of the current term. Any election to extend the Agreement beyond the original term is at the sole discretion of City.
3. Throughout this Agreement "service start date" means the first day of the original term.

B. CANCELLATION

1. City reserves the right to cancel the Agreement at any time, upon (30) thirty days written notice to Quality, for failure of Quality to comply with any provision in the Agreement. Conduct, including but not limited to the following, shall constitute a default or breach of this Agreement:
 - (i) Failure to meet the minimum requirements set forth in Section III, Scope of Services.
 - (ii) Failure to meet any other provision of the Agreement.

III. SCOPE OF SERVICES

This section sets forth the minimum requirements of the proposed services. Quality shall perform property maintenance and management services for the Garages as follows:

A. Quality shall perform all property maintenance and management service for items listed in **Exhibit "A,"** attached hereto and incorporated herein by this reference. Items listed in **Exhibit "A"** are considered maintenance work and as such are not expected to fall under the provisions of the Prevailing Wage Act, found generally at 820 ILCS 13010.01 et. Seq. (the "Act"). From time to time, City may request work be performed not listed in Exhibit "A" which may constitute construction work. In these circumstances, Quality shall be expected to work with City to comply with the requirements of the Act, including payment of prevailing wage. In any event, Quality will be required to independently determine items requiring payment of prevailing wage as City neither guarantees, warrants or otherwise represents which items are subject to prevailing wage.

B. Quality shall competitively bid, negotiate and supervise subcontracted work for specialized maintenance it is unable to perform, such as an elevator service contract.

C. Quality agrees to provide City monthly itemized billings for services provided at each facility, along with associated equipment, materials and labor costs. Cost for management of subcontracts should also be itemized. Such billing will be consistent with the sample billing format provided as **Exhibit "B,"** attached hereto and incorporated herein by this reference. Quality agrees that the items listed in **Exhibit "A"** with an asterisk (*) will be performed by a laborer. Any work to be performed, whether or not listed on **Exhibit "A,"** if not to be performed by a laborer, shall require prior written approval by City.

D. Prior to the execution of this Agreement by City, Quality shall provide a written cost itemization of the labor, equipment and material rates used to establish the **Four Hundred and 00/100^{ths} Dollars (\$400.00)** per week, per ramp charge for services identified in **Exhibit "C,"** attached hereto and incorporated herein.

E. Quality agrees it shall meet with City to establish a service schedule to be agreed upon between City and Quality for each facility addressing the items listed in **Exhibit "A."** The service schedule shall also address any incidental work necessary for each facility, such as the need to respond to trash pick-up after events at the i-Wireless Center. Meetings to establish the service schedule shall be at no cost to City. The parties further agree to make representatives, with the authority to establish a service schedule, available in a timely fashion, in order that services can commence by the service start date.

F. Quality agrees it shall meet with City quarterly to review the maintenance and management status of each facility and make recommendations with regard to changes, if any, necessary to the service schedule for each facility. These meetings shall be at no charge to the City.

G. In addition to providing City with a designated representative within its organization to serve as its service representative, Quality shall provide City staff with an afterhours contact person and a phone or pager number by which he/she can be reached.

H. Quality agrees to respond to any request for special or emergency service within two hours of a request by City. Special or emergency service shall include but not be limited to requests for additional pick-up of trash, cleaning of facilities, or snow removal.

IV. QUALIFICATIONS AND REQUIREMENTS

A. Prior to the signing of the Agreement Quality shall provide at least two references, where substantially similar services have been performed.

B. Quality shall at a minimum purchase and maintain at its own expense the following types and amounts of insurance:

1. Commercial General Liability Insurance at limits no less than \$1,000,000 per occurrence; \$2,000,000 general aggregate; and
2. Workers Compensation; and
3. Proof of insurance must be submitted prior to the signing of this Agreement and must name the City of Moline and its employees acting within the scope of their duties as an additional insured. Such policies shall not be cancelable without thirty (30) days advance written notice to the City of Moline.

C. Quality agrees to indemnify, hold harmless and defend City against any claim, action, suit, proceeding, cost or damage to the extent resulting from (a) Quality's material breach of any term of the contract; and (b) any negligent or recklessness conduct, whether intentional or unintentional on the part of Quality or its employee's in carrying out its duties under the Scope of Services herein described.

V. RATE STRUCTURE

Quality shall bill City for property maintenance and management services provided for said Garages pursuant to the rate structure established in **Exhibit "C,"** attached hereto and incorporated herein.

VI. ADDITIONAL TERMS

A. ASSIGNMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made without the express written consent of City. Any purported assignment without the City's express written consent shall render this Agreement voidable at the City's option. In the event the City expressly consents to such a written assignment, the assignee shall assume the obligations and duties of Quality under the Agreement and the full liability of Quality.

B. CIRCUMSTANCES BEYOND CONTROL

Neither party hereto shall be liable for the failure to perform hereunder due to acts of God or other dire circumstances beyond its control. Specifically excepted from such circumstances for avoiding liability hereunder include strikes, lock -outs or other employee or labor disputes, or the cost of labor, materials and supplies needed to provide property maintenance and management services to City for said Garages (e.g. fuel or equipment costs).

C. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Illinois, and the sale and exclusive venue for any disputes arising out of this Agreement shall be any state

court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

D. SEVERABILITY

Should any part of this Agreement be determined to be illegal, invalid or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity or unenforceability shall continue in full force and effect, fully binding all parties, their respective heirs and assigns, as to such remaining terms.

E. ENTIRE AGREEMENT

This Agreement and its Exhibits contain the entire agreement among the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

F. NOTICE

All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail as follows;

Scott Hinton
City Engineer
City of Moline
3635 4th Ave.,
Moline, IL 61265

Mark C. Powell
President
Quality Construction
Services, Inc.
3425 South 11th
Avenue
Eldridge, IA 52748

With a copy to:
City Attorney
City of Moline
1616 6th Avenue
Moline, IL 61265

EXHIBIT "A"

SERVICES				
TASK	DESCRIPTION	LOCATION	FREQUENCY	COMMENT
*TRASH REMOVAL	Inspection for and removal of trash.	Parking decks, stairwells, restrooms and grounds for Midtown and Heritage.	Inspect and remove daily and as needed.	Additional pick-up as required to meet i-Wireless events
*LIGHTING	Replace light bulbs.	Through-out ramp interior and exterior.	As needed.	
*SWEEPING	Sweeping of parking decks.	Decks.	Weekly and as needed.	
*SWEEPING/ CLEANING	Sweeping and cleaning of stairwells including washing stairwell floors, when necessary, cleaning stairwell doors and glass interior that people touch when using stairwell.	Stairwells.	Monthly and as needed.	Additional cleaning may be required if situation needing cleaning reported.
POWER WASH	Power washing of parking decks.	Decks	Spring and fall.	
*STRIPING	Stripping of parking decks.	Decks.	As needed.	
*PAINT	Painting of structure or related railings	Interior/Exterior Ramps.	As needed.	
WINDOW CLEANING	Interior/Exterior	All ramps with exterior windows.	Spring.	
ELEVATOR SUBCONTRACTS	Manage subcontract For service, inspections, and repairs.	Ramps.		Current service contracts will be made available.
*ELEVATORS/ TRASH	Remove trash and clean	Ramps.	Weekly.	If daily walk through for trash in ramp reveals

				additional cleaning of restrooms or elevators needed, additional cleaning should be performed.
*Restrooms	Trash removal and cleaning	Ramps	Daily and as needed.	
SNOW REMOVAL	Snow and ice removal decks and sidewalks	Exposed ramp decks and side walks.	As needed.	Some snow removal required based on amount of snow.
OTHER	Other items as may be requested by City from time to time.	All ramps.	As needed.	

EXHIBIT "C"

RATE STRUCTURE



QUALITY CONSTRUCTION SERVICES, INC.

3425 South 11th Avenue, Eldridge, IA 52748
IA: 563-285-4344 IL: 309-757-9150
Fax: 563-285-8064

October 2, 2012

Proposal

City of Moline
Attn: Christopher Mathias
619 – 16th Street
Moline, Illinois 61265

RE: Itemization for services:

16 man hours at \$40.00	\$ 640.00	
Equipment Rental:	475.00	
<u>Material:</u>	<u>85.00</u>	
Total:	\$1,200.00	(\$400.00 each facility)

Thank you for this opportunity, and should you have any questions please feel free to call me at 563-285-4344.

Sincerely,
Quality Construction Services Inc.

Mark Powell
President

Proposal Valid for 30 days



QUALITY CONSTRUCTION SERVICES, INC.

3425 South 11th Avenue, Eldridge, IA 52748
IA: 563-285-4344 IL: 309-757-9150
Fax: 563-285-8064

October 2, 2012

Proposal

City of Moline
Attn: Christopher Mathias
619 – 16th Street
Moline, Illinois 61265

RE: Centre Station

Quality Construction Services, Inc. proposes to furnish all labor, material, equipment, tools and supervision as follows below:

Weekly:

- Trash removal from parking decks, stairwells and grounds
- Replace light bulbs as needed
- Sweeping of ramps
- Clean stairwells
- Cleaning of the restrooms if applicable.

Total: \$400.00

Power Wash Ramps: -----\$ 700.00 per wash

Window Cleaning: -----\$1,025.00 per cleaning

Striping of parking decks: ----- See Attachment (A) for Time and Material Rates

Painting & Miscellaneous Work: -- See Attachment (A) for Time and Material Rates

Snow Removal: -----See Attachment (B) for Time and Material Rates

All work will be completed in a timely and professional manner. Thank you for this opportunity, and should you have any questions please feel free to call me at 563-285-4344.

Sincerely,
Quality Construction Services Inc.

Mark Powell
President

Proposal Valid for 30 days



QUALITY CONSTRUCTION SERVICES, INC.

3425 South 11th Avenue, Eldridge, IA 52748
IA: 563-285-4344 IL: 309-757-9150
Fax: 563-285-8064

October 2, 2012

Proposal

City of Moline
Attn: Christopher Mathias
619 – 16th Street
Moline, Illinois 61265

RE: Heritage Parking Ramp

Quality Construction Services, Inc. proposes to furnish all labor, material, equipment, tools and supervision as follows below:

Weekly:

- Trash removal from parking decks, stairwells and grounds
- Replace light bulbs as needed
- Sweeping of ramps
- Clean stairwells
- Cleaning of the restrooms if applicable.

Total: \$400.00

Power Wash Ramps: -----\$ 700.00 per wash

Window Cleaning: -----\$ 515.00 per cleaning

Striping of parking decks: ----- See Attachment (A) for Time and Material Rates

Painting & Miscellaneous Work: -- See Attachment (A) for Time and Material Rates

Snow Removal: -----See Attachment (B) for Time and Material Rates

All work will be completed in a timely and professional manner. Thank you for this opportunity, and should you have any questions please feel free to call me at 563-285-4344.

Sincerely,
Quality Construction Services Inc.

Mark Powell
President

Proposal Valid for 30 days



QUALITY CONSTRUCTION SERVICES, INC.

3425 South 11th Avenue, Eldridge, IA 52748
IA: 563-285-4344 IL: 309-757-9150
Fax: 563-285-8064

October 2, 2012

Proposal

City of Moline
Attn: Christopher Mathias
619 – 16th Street
Moline, Illinois 61265

RE: Midtown Parking Ramp

Quality Construction Services, Inc. proposes to furnish all labor, material, equipment, tools and supervision as follows below:

Weekly:

- Trash removal from parking decks, stairwells and grounds
- Replace light bulbs as needed
- Sweeping of ramps
- Clean stairwells
- Cleaning of the restrooms if applicable.

Total: \$400.00

Power Wash Ramps: -----\$ 700.00 per wash

Window Cleaning: -----\$1,295.00 per cleaning

Striping of parking decks: ----- See Attachment (A) for Time and Material Rates

Painting & Miscellaneous Work: -- See Attachment (A) for Time and Material Rates

Snow Removal: -----See Attachment (B) for Time and Material Rates

All work will be completed in a timely and professional manner. Thank you for this opportunity, and should you have any questions please feel free to call me at 563-285-4344.

Sincerely,
Quality Construction Services Inc.

Mark Powell
President

Proposal Valid for 30 days



**QUALITY
CONSTRUCTION
SERVICES, INC.**

P.O. Box 156 • Eldridge, IA 52748 • (563) 285-4344
Fax (563) 285-8064
Physical Location: 3425 South 11th Avenue
www.qcqc.com

Attachment A

	<u>Straight Time</u>	<u>Overtime (1-1/2)</u>	<u>Double Time</u>
General Foreman	\$ 49.50	\$ 72.30	\$ 96.00
Foreman	41.75	60.80	79.80
Carpenter	39.20	56.75	75.00
Laborer	28.80	41.50	54.25

Materials, Subcontractor, & Equipment Rate:
Cost plus 15% markup



QUALITY CONSTRUCTION SERVICES, INC.

3425 South 11th Avenue, Eldridge, IA 52748
IA: 563-285-4344 IL: 309-757-9150
Fax: 563-285-8064

Attachment B

October 2, 2012

Proposal

City of Moline
Attn: Christopher Mathias
619 – 16th Street
Moline, Illinois 61265

RE: Snow Removal Rates 2012-2013 and 2013-2014 Seasons

Laborer (includes snow blower)	\$ 55.00 per hour
Plow Truck & Driver:	\$ 75.00 per hour
Equipment & Operator: (I.e. dump truck, loader, skid steer)	\$ 90.00 per hour
Triple Melt Salt (50 lbs)	\$12.00 per bag

Thank you for this opportunity, and should you have any questions please feel free to call me at 563-285-4344.

Sincerely,
Quality Construction Services, Inc.

Mark Powell
President

Proposal Valid for 30 days

Council Bill/General Ordinance No. 3028-2012

Sponsor: _____

AN ORDINANCE

APPROVING the Tax Increment Redevelopment Plan and Project for the 41st Street Redevelopment Project Area.

WHEREAS, the City of Moline, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the “Act” for the proposed Redevelopment Plan and Redevelopment Project (Plan) within the municipal boundaries of the City of Moline and within the 41st Street Redevelopment Project Area (Area) as described in Exhibit A attached to this Ordinance, which constitutes in the aggregate more than 1-1/2 acres; and

WHEREAS, the Plan was made available for public inspection at the City Clerk’s office on August 24, 2012; and

WHEREAS, the City Council did on September 4, 2012 pass Resolution 1232-2012 setting October 23, 2012 as the date for the public hearing on the Plan, with the time and place of such hearing identified in said Resolution; and

WHEREAS, due notice in respect to the availability of the Plan, which contains an eligibility report, was given by mail on September 6, 2012 pursuant to Section 11-74.4-5 of the Act, said notice being given to all interested parties that have registered with the City concerning the proposed 41st Street Redevelopment Project Area; and

WHEREAS, due notice in respect to the availability of the Plan, which contains an eligibility report, was given by mail on September 6, 2012 pursuant to Section 11-74.4-5 of the Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the 41st Street Redevelopment Project Area; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the City Council caused a public hearing to be held relative to the Redevelopment Plan and Redevelopment Project and the proposed designation of the 41 Street Redevelopment Project Area on October 23, 2012 at the Moline City Hall; and

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the Act, said notice being given to taxing districts and to the State of Illinois by certified mail on September 5, 2012, by publication on October 3, 2012 and October 10, 2012, and by certified mail to property owners within the Area on October 10, 2012; and

WHEREAS, the Redevelopment Plan and Project set forth the factors constituting the need for abatement of conditions in the proposed redevelopment project area that have led to blight, and

the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report and is generally informed of the conditions in the 41st Street Redevelopment Project Area as the terms “conservation area” are defined in the Act; and

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the 41st Street Redevelopment Project Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Tax Increment Redevelopment Plan and Project for said Area; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the 41st Street Redevelopment Project Area to determine whether contiguous parcels of real property in said Project Area would be substantially benefited by the proposed redevelopment project improvements; and

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

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

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

- a) The area constituting the 41st Street Redevelopment Project Area in the City of Moline, Illinois is described in Exhibit A, attached hereto and made part of this Ordinance.
- b) There exist conditions that cause the area to be designated as a Redevelopment Project Area to be classified as a combination “blighted area” and “conservation area” as these terms are defined in Section 11-74.4-3 of the Act.
- c) The 41st Street Redevelopment Project Area on the whole, has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.
- d) The Redevelopment Plan and Redevelopment Project for the 41st Street Redevelopment Project Area conforms to the Comprehensive Plan for the development of the municipality as a whole.
- e) The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property, which will be substantially benefited by the proposed redevelopment project, are included in the 41st Street Redevelopment Project Area.

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

Section 2. That the Tax Increment Redevelopment Plan and Project for the 41st Street Redevelopment Project Area, which has the subject matter of the hearing held on October 23, 2012, is hereby adopted and approved. A copy of the aforementioned Redevelopment Plan and Project marked as Exhibit B is attached to and made a part of this Ordinance.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

TIF DESCRIPTION 41ST STREET REDEVELOPMENT PROJECT AREA

Part of the southwest quarter of Section 3 and part of the northwest quarter and northeast quarter of Section 10, Township 17 North, Range 1 West of the 4th Principal Meridian in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows;

Beginning at the at the northwest corner of Ferry's Office Addition recorded as Doc. No. 96-03124 in the Rock Island County Recorder's Office;

Thence South 00 degrees 37 minutes 55 seconds West along the west line of said Ferry's Office Addition, a distance of 175.00 feet to the south line of the northeast quarter of the northwest quarter of said Section 10;

Thence North 89 degrees 53 minutes 14 seconds West along said south line, a distance of 980.86 feet to the southwest corner of the northeast quarter of the northwest quarter of said Section 10;

Thence South 89 degrees 45 minutes 54 seconds West along the south line of the northwest quarter of the northwest quarter of said Section 10, a distance of 444.26 feet to the east line of South Moline Township Tax Parcel No. 11858;

Thence North 00 degrees 11 minutes 38 seconds East along said east line and the east line of South Moline Tax Parcel No. 11857 and 11856, a distance of 219.51 feet to the north line of South Moline Tax Parcel No. 11856;

Thence North 89 degrees 55 minutes 13 seconds West along said north line, a distance of 50.00 feet to the east line of Rolling Hills Addition as recorded in Plat Book 40 at Page 259 in said Recorder's Office;

Thence North 00 degrees 11 minutes 38 seconds East along said east line, a distance of 469.91 feet to the north right of way line of 26th Avenue B;

Thence North 89 degrees 47 minutes 35 seconds West along said north right of way line, a distance of 269.22 feet to the west line of South Moline Tax Parcel 208;

Thence North 00 degrees 10 minutes 24 seconds West along said west line and its northerly projection, a distance of 657.23 feet to the north right of way line of 26th Avenue;

Thence South 89 degrees 29 minutes 54 seconds East along said north right of way line, a distance of 792.16 feet to the northerly projection of the east right of way line of 38th Street;

Thence South 00 degrees 01 minutes 10 seconds East along said east right of way line and its northerly projection, a distance of 348.28 feet to the northerly line of Genesis 41st Street Addition recorded as Doc. No. 2012-24254 in said Recorder's Office;

Thence South 89 degrees 45 minutes 15 seconds East along said northerly line, a distance of 962.65 feet;

Thence North 00 degrees 37 minutes 55 seconds East along said northerly line, a distance of 149.14 feet;

Thence South 89 degrees 29 minutes 54 seconds East along said northerly line and its easterly projection, a distance of 321.80 feet to the east right of way line of 41st Street;

Thence South 00 degrees 17 minutes 38 seconds West along said east right of way line, a distance of 800.26 feet;

Thence southerly 160.49 feet along said east right of way line and the arc of a curve to the left having a radius of 1,392.69 feet, a chord bearing of South 03 degrees 00 minutes 27 seconds East, and a chord distance of 160.40 feet to the easterly projection of the north line of said Ferry's Office Addition;

Thence North 89 degrees 53 minutes 14 seconds West along said north line and its easterly projection, a distance of 336.72 feet to the Point of Beginning.

The above described parcel contains 48.815 acres, more or less.

Tax Increment Financing Redevelopment Plan & Project

.....
41st Street
Redevelopment Project Area
.....

Prepared for
City of Moline, Illinois

Prepared by
PGAV PLANNERS

August 16, 2012

CITY OF MOLINE, ILLINOIS

MAYOR

Donald P. Welvaert

CITY COUNCIL

Stephanie Acri
John Knaack
Sean Liddell
Richard Meredith
J. Scott Raes
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Maureen E. Riggs

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APPENDIX

- Attachment A - Resolution 1115-2012
- Attachment B - Boundary Description - 41st Street Redevelopment Project Area
- Attachment C - PIN List, Property Owners & 2011 EAV

SECTION I

INTRODUCTION

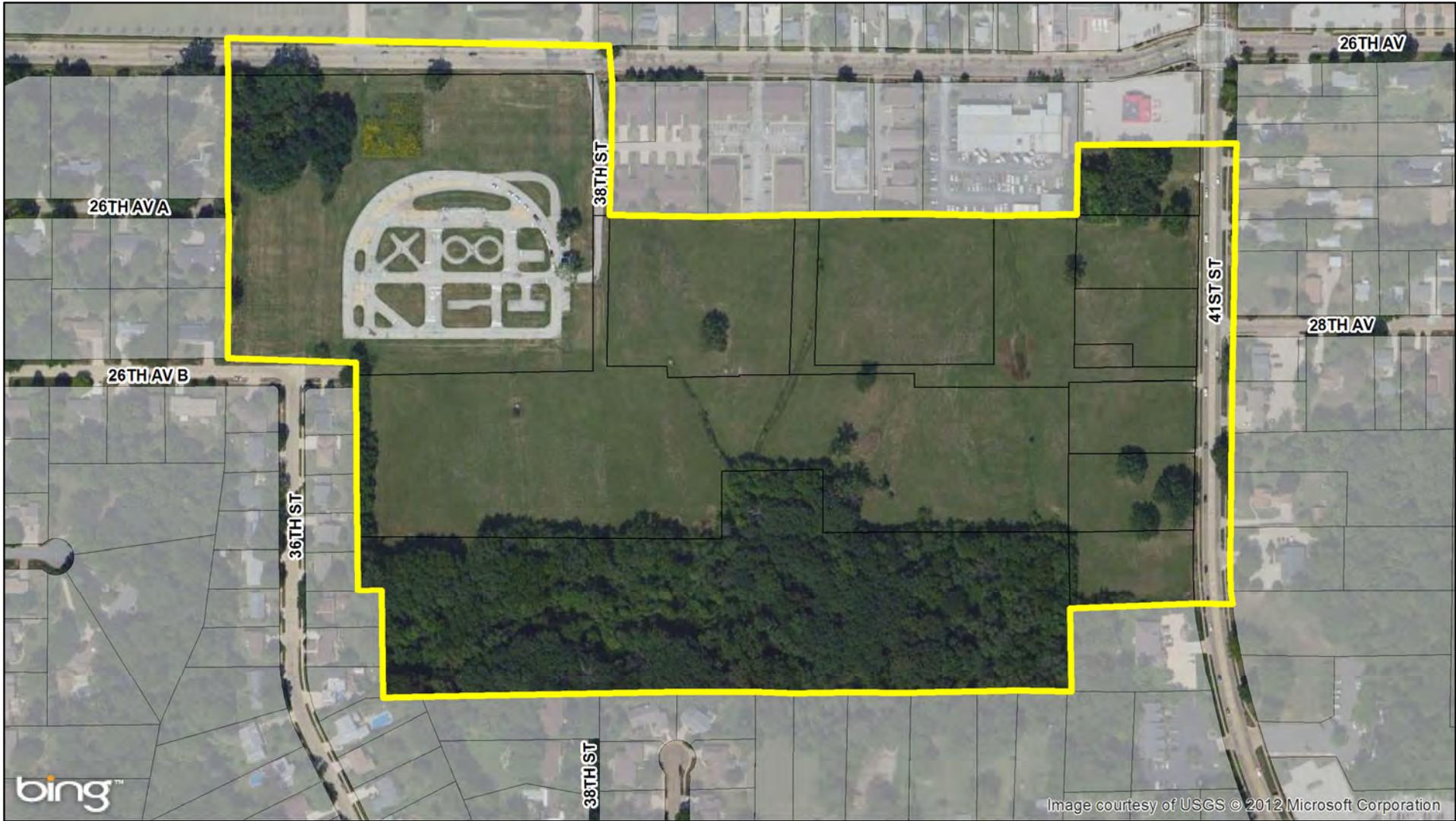
On January 10, 2012 the Moline City Council passed **Resolution 1115-2012** initiating a feasibility study to determine the eligibility of establishing a tax increment finance (“TIF”) district for a portion of the City and to induce development interest within such area (see **Attachment A** in the Appendix). The area being considered for designation as a TIF district includes the now vacant properties west of 41st Street and south of the commercial properties fronting 26th Avenue and the Moline High School driver’s education facility located on the south side of 26th Avenue. The area is referred to herein as the 41st Street Redevelopment Project Area (the “Area”). This document represents the Redevelopment Plan and Redevelopment Project (the “Plan”) for this proposed TIF district.

The proposed TIF district, legally defined as a “Redevelopment Project Area”, is comprised of approximately 48.8 acres, inclusive of existing street rights-of-way (45.7 acres net of streets). The geographic location of this Area is illustrated on **Exhibit A, Redevelopment Project Area Boundary Map**, and a **boundary description** is located in the **Appendix as Attachment B**.

A significant portion of the vacant properties within the Area are part of an Illinois Environmental Protection Agency (IEPA) Brownfield remediation site that has been subject to remediation activities. About 44% percent of the vacant portion of the Area has below the ground surface a former City landfill. The portion of this landfill not currently covered by woodlands has been capped in accordance with EPA regulations, and the affected parcels have received “No Further Remediation” (NFR) letters from the IEPA. According to representations made by the current owner of these properties, significant expense has been incurred with this remediation effort. While a portion of the former landfill has been capped, the landfill in its entirety still constitutes an unused disposal site as defined in the Illinois Tax Increment Allocation Act (the “TIF Act” - 65 ILCS 5/11.74.4-1 et seq.). Furthermore, the capping and NFR determination doesn’t remove the risk and added cost that may be incurred with the installation of utilities to serve redevelopment of the Area.

The City is proposing the use of tax increment financing, as well as other economic development resources, as available, to facilitate redevelopment of the privately owned properties in the Area. Upgrades to or redevelopment of the driver’s education facility by the School District are anticipated as well. It is the intent of the City to induce the investment of significant private capital in the Area, which is expected to have a positive economic impact on the community as a whole. The proposed medical office development is a key component of the City’s overall economic development program.

The aforementioned Act permits the use of tax increment financing to address the presence of blight or conditions that lead to blight. The Act sets forth the requirements and procedures for establishing a Redevelopment Project Area and a Redevelopment Plan. This report presents the findings of eligibility, the Redevelopment Plan and Project for the Area as well as other findings, evidence and documentation required by the Act.

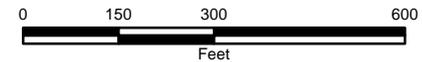


**Exhibit A
Redevelopment Project
Area Boundary Map**

41st Street Redevelopment Project Area
City of Moline, Illinois

Legend

 Redevelopment Project Area Boundary



August 2012

SECTION II

STATUTORY BASIS FOR TAX INCREMENT FINANCING AND SUMMARY OF FINDINGS

A. Introduction

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

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

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

1. That there exist in many municipalities within the State blighted and conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest and welfare.

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

To ensure that the exercise of these powers is proper and in the public interest, the TIF Act specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment plan. One of these requirements is that the municipality must demonstrate that a Redevelopment Project Area qualifies under the definitions set forth in the Act.

B. Summary of Findings

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

1. The Area as a whole meets the statutory definition for *a combination conservation area and blighted area*. Certain conservation area criteria are applicable to the improved land within the Area and certain blighted area criteria to the vacant land. Furthermore, the factors necessary to make this finding are present to a meaningful extent and are reasonably distributed throughout the Area.
2. The Redevelopment Project Area encompasses approximately 46 acres of land and, therefore, exceeds the statutory minimum size of 1-1/2 acres.
3. The Redevelopment Project Area contains contiguous parcels of real property.
4. If this Redevelopment Plan and Project is adopted and implemented by the City, it is reasonable to say that all properties included in the Redevelopment Project Area would substantially benefit from being included in the Area.
5. The Redevelopment Project Area, as a whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to occur without public assistance.

SECTION III

BASIS FOR ELIGIBILITY OF THE AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the TIF Act, is that area designated by a municipality in which the finding is made that there exist conditions which cause the area to be classified as a blighted area, conservation area, combination of blighted and conservation areas, or an industrial park conservation area. This report documents the relevant statutory requirements and how the Area meets the eligibility criteria.

B. Statutory Definitions

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

“**Blighted area**” means any improved or vacant area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality where:

1. **If improved**, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:
 - a. Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
 - b. Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
 - c. Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

- d. Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.
- e. Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
- f. Excessive vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.
- g. Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious air-borne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.
- h. Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the Redevelopment Project Area.
- i. Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

- j. Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.
 - k. Environmental clean-up. The proposed Redevelopment Project Area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.
 - l. Lack of community planning. The proposed Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.
 - m. The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.
2. **If vacant**, the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the vacant part of the Redevelopment Project Area to which it pertains:
- a. **Obsolete platting** of vacant land that results in parcels of limited or narrow size, or **configurations of parcels of irregular size or shape that would be**

- difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements**, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate rights-of-way widths for streets, alleys, or other public rights-of-way, or that omitted easements for public utilities.
- b. Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.
 - c. Tax and special assessment delinquencies exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.
 - d. Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
 - e. The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.
 - f. **The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years** prior to the year in which the Redevelopment Project Area is designated, **or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index** for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.
3. **If vacant**, the sound growth of the Redevelopment Project Area is impaired by **one of the following factors** that (i) is present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) is reasonably distributed throughout the vacant part of the Redevelopment Project Area to which it pertains:

- a. The area consists of one or more unused quarries, mines, or strip mine ponds.
- b. The area consists of unused rail yards, rail tracks, or railroad rights-of-way.
- c. The area, prior to its designation, is subject to chronic flooding that adversely impacts on real property in the area, as certified by a registered professional engineer or appropriate regulatory agency.
- d. **The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.**
- e. Prior to the effective date of this amendatory Act of the 91st General Assembly, the area is not less than 50, nor more than 100 acres, and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within five (5) years prior to the designation of the Redevelopment Project Area), and the area meets at least one of the factors itemized in paragraph (a) of this subsection, the area has been designated as a town or City center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.
- f. The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

C. Investigation and Analysis of Blighting Factors

To ensure that the exercise of these powers is proper and in the public interest, the Act specifies certain requirements that must be met before a municipality can proceed with implementing a Redevelopment Project. One of these is that the municipality must demonstrate that the Redevelopment Project Area qualifies for TIF. In this situation, several blighting factors, as they are applied to vacant land, are present.

1. Findings on Improved Area

The only improved parcel within the Area is the Moline High School's driver's education facility. The property consists largely of an asphaltic concrete paved driving course. Also, there is a small lookout observation building. According to City staff, the lookout building was in existence in 1977 and therefore the building is at least 35 years old. The paved surfaces are in deteriorated condition with considerable "alligator" cracking due to its age and exposure to the elements. According to City staff the building is not compliant with City

codes, albeit the deficiencies are “grandfathered” and allowed to exist as non-conforming. In addition, the total equalized assessed valuation (EAV) for the Area has not kept pace with the balance of the City for four (5) of the last five (5) calendar years. A comparison of EAV for the Area and the balance of the City are shown in **Exhibit B, Comparison of EAV Growth Rates (2006-2011)**. Given the age of the lookout building and the three eligibility factors described above, the improved portion of the Area qualifies as a “conservation area”.

Exhibit B

COMPARISON OF EAV GROWTH RATES (2006 - 2011)

41st Street Redevelopment Project Area
 City of Moline, Illinois

Assessment Year	EAV		Area Growth Rate Less Than Balance of City?
	Project Area ¹	Balance of City ²	
2006	\$ 532,049	\$ 778,444,210	
2007	\$ 545,350	\$ 844,478,026	
Annual Percent Change	2.5%	8.5%	YES
2008	\$ 556,256	\$ 868,488,405	
Annual Percent Change	2.0%	2.8%	YES
2009	\$ 561,820	\$ 881,037,964	
Annual Percent Change	1.0%	1.4%	YES
2010	\$ 561,820	\$ 885,988,071	
Annual Percent Change	0.0%	0.6%	YES
2011	\$ 561,820	\$ 889,716,646	
Annual Percent Change	0.0%	0.4%	YES

¹ Equalized Assessed Valuation (EAV) for the Project Area. Source: Rock Island County property assessment data.

² Total EAV for the City less the EAV for the Project Area.

2. Findings on Vacant Area

Before documenting the presence of these factors, evidence is presented to prove that the **Area can be considered vacant land pursuant to the definition of “vacant land”** in the Act, to wit:

“(v) As used in subsection (a) of Section 11-74.4-3 of this Act, "vacant land" means any parcel or combination of parcels of real property without industrial, commercial, and residential buildings which has not been used for commercial agricultural purposes within 5 years prior to the designation of the Redevelopment Project Area, unless the parcel is included in an industrial park conservation area or the parcel has been subdivided;...”

Aerial photographs of the Area, available from Google Earth, were examined to see if there was any evidence of agricultural use, such as the presence of crops or the raising of livestock. The first aerial photographs examined were from August 11, 2006. Subsequent to this photography, five more aerial shots were taken in 2007, 2009, 2010 and 2011, with the latest being taken November 16, 2011. None of this photography indicated the presence of any commercial agricultural activity.

Even if the Area was used for commercial agricultural purposes within the last five years, the Area has been subdivided. Much of the vacant portion of the Area was platted as the “Ferry’s Subdivision”.¹ The balance of the vacant land has been subdivided, as evidenced by Supervisor of Assessment Maps, Sheet 24, Lots 105-1, 106, 107 108, 108-1, 109, 113, 114 and 115. Lots 105-1, 109, 114 and 115 constituted re-subdividing of the Ferry’s Subdivision. Thus, the vacant parcels located within the Area have been “subdivided”.

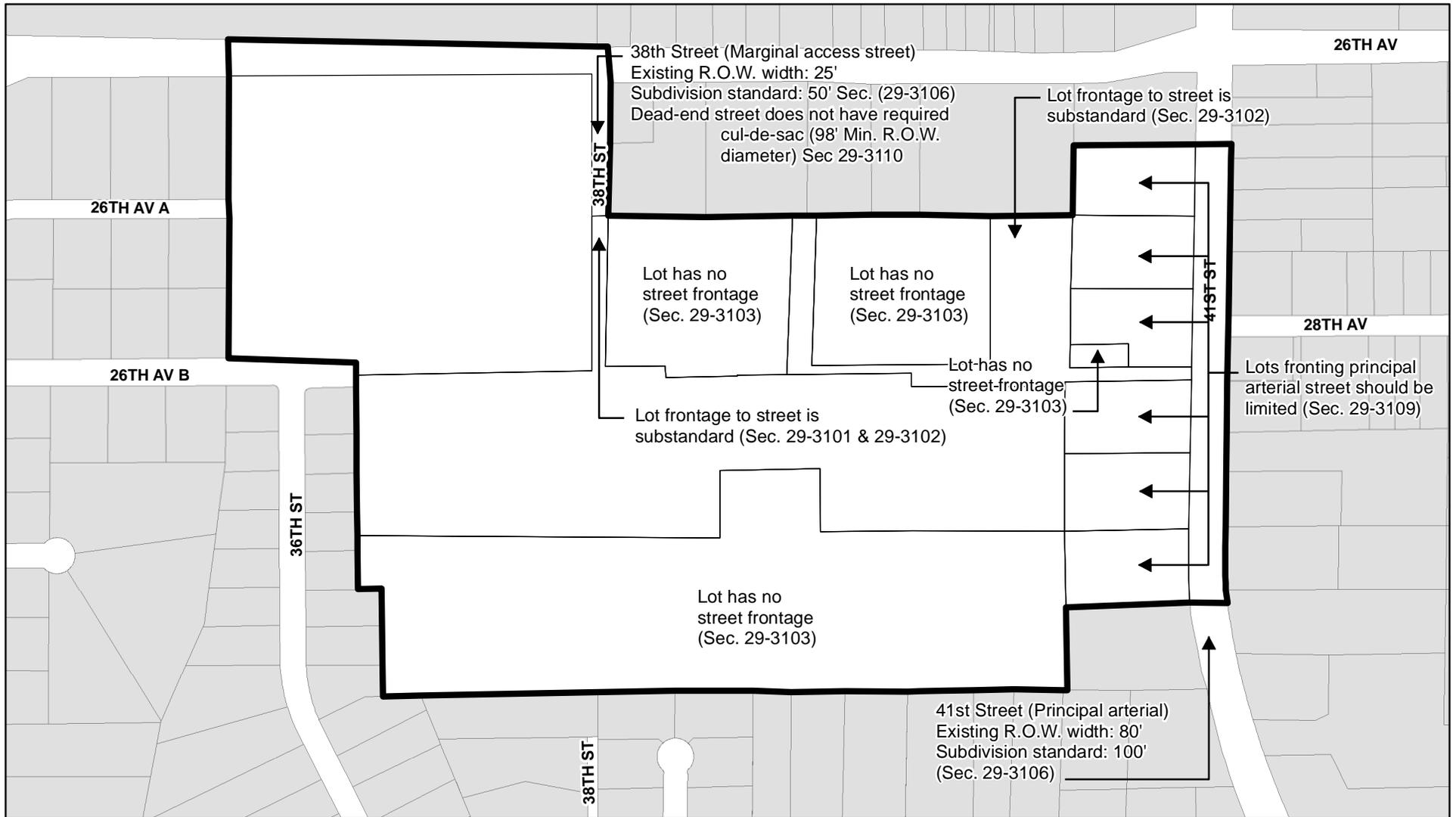
The statutory definition of a “blighted area” is satisfied with respect to how this definition is applied to vacant land under two subsections of the Act. First, subsection 11.74.4-3 (a) (2) of the Act states that “[i]f vacant, the sound growth of the Redevelopment Project Area is impaired by **2 or more of the following factors** each of which is (i) is present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) is reasonably distributed throughout the vacant part of the Redevelopment Project Area to which it pertains:...” (emphasis added). The factors present in this case is that the total equalized assessed valuation (EAV) of the proposed Area has increased at a rate that is less than the balance of the City for 5 of the last 5 years and obsolete platting.

¹ Per Plat of Survey prepared by Missman, Stanley & Associates, P.C., March 1999.

- a. **EAV Trends:** This factor is applicable to vacant land as well as improved land. The total equalized assessed valuation (EAV) for the Area has not kept pace with the balance of the City for all five (5) of the last five (5) calendar years. A comparison of EAV for the Area and the balance of the City are shown in **Exhibit B, Comparison of EAV Growth Rates (2006-2011)**.
- b. **Obsolete Platting:** As noted previously, much of the vacant portion of the Area was platted as the Ferry's Subdivision. This subdivision created some very unusual parcel configurations, which some would not meet the City's current Subdivision Code. Subsequent subdivisions of property also would not be compliant with the current Subdivision Code. A **Description of Obsolete Platting** is provided on **Exhibit C**. The applicable Subdivision Code sections are cited with respect to each substandard condition.

Another subset of qualification factors under the definition of blight, as it is applied to vacant land, is subsection 11.74.44-3 (a) (3) of the Act. It states that “[i]f vacant, the **sound growth of the Redevelopment Project Area is impaired by one of the following factors** that (i) is present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) is reasonably distributed throughout the vacant part of the Redevelopment Project Area to which it pertains...” (emphasis added). **The factor present in this case is that 44% of the vacant portion of the Area consists of an unused disposal site** containing earth, stone, building debris or similar materials that were removed from construction, demolition, excavation, or dredge sites. Evidence of these types of disposed materials was revealed in a comprehensive Site Investigation/Remedial Objectives (SI/RO) Report completed with respect to this site identified by the IEPA Inventory Number 1610455202.² Research contained in this report revealed that a portion of the now vacant area was used as a City of Moline landfill between approximately 1940 and 1960. **Exhibit D - Former City Landfill** shows the location of the landfill based on information provided in the previously referenced Missman Report. As part of the site investigation, approximately 75 boreholes were made, along with six trenches excavated through the filled areas. Where borings penetrated the landfill, materials found included “glass, brick, wire, paper, and other miscellaneous inert material.” Fill material encountered in the excavated trenches consisted of “glass, wood, tires and metal debris.” A 55 gallon drum of solidified paint was also discovered. While material within the landfill included typical municipal waste, it also contained what can be described as building debris (e.g., brick and wood) removed from construction or demolition sites.

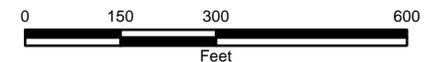
² Site Investigation/Remedial Objectives Report, Missman, Stanley & Associates, P.C., March 2, 1999 & Addendum, May 12, 1999. Approved by the IEPA Jun 21, 1999.



Legend

 Redevelopment Project Area Boundary

Note: Section references are from Chapter 29, "Subdivisions" of the Moline Code of Ordinances



August 2012

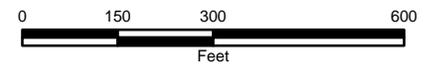
**Exhibit C
Description of Obsolete Platting**

41st Street Redevelopment Project Area
City of Moline, Illinois



Legend

-  Redevelopment Project Area Boundary
-  Location of Landfill*



August 2012

Exhibit D
Former City Landfill

41st Street Redevelopment Project Area
City of Moline, Illinois

* Source: Landfill Location Map,
Ferry Property, January 1990.

D. Conclusion of Investigation of Blighting Factors for the Redevelopment Project Area

It is found that the Redevelopment Project Area contains conditions that qualify it as a combination *conservation area and blighted area* as these terms are applied to improved land and vacant land in the TIF Act. The qualifying factors are present to a meaningful extent and distributed sufficiently throughout the Area.

Although it may be concluded that the mere presence of the stated eligibility factors might be sufficient to make a finding of qualification as a blighted area, this evaluation was made on the basis that the factors must be present to an extent that would lead reasonable persons to conclude that public intervention is appropriate or necessary. It can be concluded that public intervention is necessary because of the conditions documented herein and that private investment in the Area is lacking. The City Council should review this analysis and, if satisfied with the findings contained herein, proceed with the adoption of these findings in conjunction with the adoption of the Redevelopment Plan and establishment of the Redevelopment Project Area.

SECTION IV

REDEVELOPMENT PLAN

A. Introduction

This section presents the Redevelopment Plan and Project for the 41st Street Redevelopment Project Area. A **Redevelopment Plan** is defined in the Act as "the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a blighted area or conservation area or combination thereof or industrial park conservation area, and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area".

B. General Land Uses to Apply

The Plan proposes redeveloping the vacant portion of the Area into a medical/wellness center campus. Concept plans for the Area, prepared on behalf of Genesis Medical Center, resolves the obsolete platting issues and provides for an effective reuse of a former landfill. With respect to the existing improved property, the School District intends to upgrade the driver's education facility and may consider redeveloping the site at some time in the future.

C. Objectives

The objectives of the Redevelopment Plan are:

1. Reduce or eliminate those conditions that qualify the Redevelopment Project Area as eligible for tax increment financing by carrying out the Redevelopment Plan. These improvements may include other actions permitted by the Act and infrastructure needs as identified during the implementation of the Redevelopment Plan.
2. Enhance the real estate tax base for the City and all other taxing districts, which extend into the Redevelopment Project Area through the implementation and completion of the activities identified herein.
3. Encourage and assist private investment in redevelopment projects within the Redevelopment Project Area through the provision of financial assistance for new development as permitted by the Act.
4. Provide for safe and efficient traffic circulation, both to and from the Area and within the Area.

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

D. Program Policies to Accomplish Objectives

The City of Moline has determined that it is appropriate to provide limited financial incentives for private investment within the Redevelopment Planning Area. It has been determined through discussions with the developer that tax increment financing constitutes a key component of leveraging private investment within the Redevelopment Project Area. The City will incorporate appropriate provisions within any redevelopment agreement entered into between the City and private parties to achieve the successful completion of the redevelopment project described below.

E. Redevelopment Project

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

1. Private Redevelopment Activities:

The developer plans to construct, in phases, approximately 188,000 gross square feet of principally medical office buildings and other wellness related services. Also incorporated in the campus plan are walking trails.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment. These may include, but are not limited to, land assembly and site preparation, public utilities, interest write-down, and marketing of properties, as well as other programs of financial assistance, as may be provided by the City. In addition, public investment to upgrade the driver's education facility is planned for the time being, but the School District and may consider redeveloping the site at some time in the future.

3. Land Assembly, Displacement Certificate & Relocation Assistance:

This Plan will not include the displacement of inhabited housing units because there are no housing units located within the Project Area.

F. Estimated Redevelopment Project Costs

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

Exhibit E
ESTIMATED REDEVELOPMENT PROJECT COSTS
 41st Street Redevelopment Project Area
 City of Moline, Illinois

Description	Estimated Cost
A. Public Works or Improvements <i>(Improvement of streets, curb and gutters, utilities and other public improvements)</i>	\$1,750,000
B. Property Assembly <i>(Site preparation)</i>	\$1,800,000
C. Relocation	\$200,000
D. Taxing District Capital Costs	\$100,000
E. Job Training	\$100,000
F. Interest Costs Incurred by Developers <i>(30% of interest costs)</i>	\$2,000,000
G. Planning, Legal and Professional Services	\$500,000
H. General Administration	\$150,000
I. Financing Costs	See Note 3
J. Contingency	\$500,000
Total Estimated Costs	\$7,100,000

Notes:

1. All costs shown are in 2012 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

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

G. Description of Redevelopment Project Costs

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

1. **Costs of studies, surveys, development of plans and specifications**, wetland mitigation plans, implementation and administration of the Redevelopment Plan, including but not limited to staff and professional service costs for architectural, engineering, legal, environmental, financial, planning or other services, subject to certain limitations:
 - a. There are limitations on contracts for certain professional services with respect to term, services, etc.
 - b. Annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment project area or approved a redevelopment plan.
 - c. Marketing costs are allowable so long as they relate to marketing sites within the redevelopment project area to prospective businesses, developers, and investors.
2. **Property assembly costs**, including but not limited to acquisition of land and other property, real or personal or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.

3. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 of the Act unless either
 - a. the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999; or
 - b. the municipality makes a reasonable determination in the redevelopment plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan.
4. **Cost of job training** and retraining projects, including the cost of “welfare to work” programs **implemented by businesses** located within the redevelopment project area.
5. **Financing costs**, including but not limited to, all necessary and incidental expenses related to the issuance of obligations by the City, and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter, and including reasonable reserves related thereto.
6. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs** resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project.
7. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or in order to satisfy Subsection 11-74.4-3 (n) (7) of the TIF Act (re: federal Uniform Relocation Assistance and Real Property Acquisition Policies Act requirements).

8. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, **incurred by one or more taxing districts**, provided that such costs:
 - a. are related to the establishment and maintenance of additional job training, advanced vocational education or career education or career education programs for persons employed or to be employed by employers located in a redevelopment project area: and
 - b. when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the programs to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and types of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the terms of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code.

9. **Interest costs incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 - b. such payments in any one-year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d. the total of such interest payments paid pursuant to this Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs, excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act;

10. None of the redevelopment project costs enumerated above shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area, while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area; but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

SECTION V

OTHER FINDINGS AND REQUIREMENTS

A. Conformance with Comprehensive Plan

The proposed Genesis medical wellness campus conforms to the City of Moline’s Comprehensive Plan adopted November 13, 2001. The Future Land Use Plan for the Highland Planning Districts proposes that the vacant portion of the Project Area be developed for office uses. The School District property is shown as Public and Semi-Public use.

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

Other than private expenditures to mitigate the former City landfill and to obtain a No Further Remediation letter from the Illinois Environmental Protection Agency, the Area has not been subject to growth and investment by private enterprise. This is also evident by the lack of growth in property values as shown in **Exhibit F, EAV Trends (2006 – 2011)**. The data shows that the Area has only grown in assessed value at a compounded annual rate of 1.1% over the last five years. By comparison, the Consumer Price Index during this same period was double this rate and the balance of the City was 2.7%

Exhibit F

EAV TRENDS (2006 - 2011)
 41st Street Redevelopment Project Area
 City of Moline, Illinois

	EAV				Avg. Annual Percent
	2006	2011	Change	Percent	
41st Street RPA ¹	\$532,049	\$561,820	\$29,771	6%	1.1%
CPI - All Urban Consumers ²	201.6	224.939	23.339	12%	2.2%
Balance of City ³	\$778,444,210	\$889,716,646	\$111,272,436	14%	2.7%

¹ Equalized Assessed Valuation (EAV) of the Redevelopment Project Area.

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

³ Total City EAV minus Project Area EAV.

C. Would Not be Developed "but for" TIF

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

Genesis Medical Center - Illinois, the developer proposing to develop the Area, has provided the City with a financial pro-forma analysis which shows that the project is not feasible without TIF to reimburse the developer for certain TIF eligible redevelopment project costs. Cost estimates for the initial phase indicates that the net rental rate for the medical office buildings would need to be approximately \$22.50 per square foot. However, according to Genesis, the Moline market will only support \$14.00 to \$16.00 per square foot. It is the intent of this TIF Redevelopment Plan to help overcome the extraordinary cost of redevelopment so as to close or significantly reduce this economic gap. Without financial incentives to overcome these barriers, investment by private enterprise will not take place to redevelop this Area.

D. Assessment of Financial Impact

The City finds that the financial impact of the Redevelopment Area on or increased demand for facilities or services from any taxing district affected by the Plan will be limited. Currently, community services (fire, police, and utility) and facilities appear to be adequate for the foreseeable future to support the proposed development. Nonetheless, the City commits to a pass-through of up to 25% of the revenues generated by the Project to the affected taxing jurisdictions on an annual basis. After recovering the cost of preparing the TIF Plan and establishing the Project Area and accounting for annual implementation expenses (e.g., audit and related fees, annual notices and annual reports to the Illinois Comptroller and taxing districts) the City will return, as surplus, up to 25% of the tax increment proceeds to Rock Island County for distribution on a pro-rata basis back to the affected local taxing bodies. It is anticipated that the annual costs of implementation will be relatively small and, therefore, the annual declared surplus will be close to, if not equal to, 25% of the total property tax increment. Furthermore, it is anticipated that this annual pass-through will be sufficient to cover any additional costs that may be incurred by the various taxing districts as a result of the Project.

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

E. Estimated Date for Completion of the Redevelopment Projects

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

F. Most Recent Equalized Assessed Valuation

The most recent total equalized assessed valuation (EAV) for the Redevelopment Project Area is \$561,820. A listing of the **parcels of real property located in the Project Area, and the 2011 Assessment Year EAV**, is located in the **Appendix as Attachment C**. The County Clerk of Rock Island County will verify the base EAV amount of each property after adoption of the City ordinance approving the Redevelopment Plan and establishing the Redevelopment Project Area.

G. Redevelopment Valuation

Contingent on the adoption of this Tax Increment Redevelopment Plan and commitment by the City to the redevelopment program, it is anticipated that the redevelopment investment in this Redevelopment Project Area will amount to over \$24 million. Based on this level of investment, the equalized assessed valuation is estimated to increase by approximately \$8 million (2012 dollars) upon completion of the redevelopment project. It is anticipated that the redevelopment project will occur in phases and, therefore, it will take years to reach these total values. A five year build-out is planned, but is contingent on market conditions.

H. Source of Funds

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

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

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

I. Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into the Special Allocation Fund of monies received from the taxes on the increased value (above the initial equalized assessed value) of real property in the Area. These monies may be used to repay private or public sources for the expenditure of funds made as “Redevelopment Project Costs” for applicable public or private redevelopment activities noted above, or may be used to amortize Tax Increment Revenue obligations issued pursuant to this Redevelopment Plan and Project for a term not to exceed 20 years, bearing an annual interest rate as permitted by law. Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the bonds and not needed for other redevelopment project costs or early bond retirements may be declared as surplus and become available for distribution annually to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the project.

J. Fair Employment Practices and Affirmative Action

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

K. Reviewing and Amending the TIF Plan

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

APPENDIX

ATTACHMENT A

Resolution 1115-2012

Council Bill/Resolution No. 1115-2012

Sponsor: _____

A RESOLUTION

PROVIDING for a feasibility study related to a proposed redevelopment project area and redevelopment 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, that may be reimbursable from TIF proceeds.

WHEREAS, the City of Moline (the “City”) is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. as amended (“the TIF Act”), to finance redevelopment project costs in connection with redevelopment project areas established in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, pursuant to the Act, to implement tax increment financing (TIF), it is necessary for the City to adopt a redevelopment plan and redevelopment project, designate a redevelopment project area on the basis of finding that the area qualifies pursuant to statutory requirements, and make a finding that the redevelopment project area on the whole has not been subjected to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan, which plan contains a commitment to use public funds; and

WHEREAS, the City desires to undertake a feasibility study to determine whether findings may be made with respect to an area of the City, generally described herein, which may be designated as a redevelopment project area, to qualify the area as a blighted area or a conservation area or a combination thereof as defined in the Act, and other research necessary to document the lack of growth and development through private enterprise; and

WHEREAS, the boundaries of the redevelopment project area being considered is delineated on Exhibit A attached hereto, provided that the actual redevelopment project area to be established may contain more or less land than that shown on Exhibit A; and

WHEREAS, the City will be expending certain funds to determine eligibility of the proposed redevelopment project area and to prepare the required redevelopment plan if the City decides to implement tax increment financing for all or a portion of the proposed TIF area; and

WHEREAS, the City may expend other funds in furtherance of the objectives of the anticipated redevelopment plan; and

WHEREAS, it is the intent of the City to recover these expenditures from the first proceeds of the TIF program, if established; and

WHEREAS, the City wishes to encourage developers to pursue plans for the redevelopment of the area and make such expenditures as are reasonably necessary in that regard with confidence that said expenditures may be allowable redevelopment project costs under the plan once adopted and subject to a redevelopment agreement between the City and the developers/property owners; and

WHEREAS, Genesis Health System, an Iowa/Illinois Corporation, and Frauenshuh Health Care Real Estate Solutions, LLC, a Minnesota Limited Liability Company (the "Developer"), propose to redevelop a portion of the area as set forth in the form of the Pre-Funding Agreement between the City and the Developer; and

WHEREAS, the purpose of the proposed redevelopment plan and project is to generate private investment in the targeted area, thereby eliminating or reducing blighted conditions or conditions that may lead to blight and provides for the long-term sound growth of the community; and

WHEREAS, tax increment allocation financing utilizes the increase in real estate taxes ("tax increment") resulting from the increase in value of properties located in a redevelopment project area to pay for certain redevelopment projects costs as provided for in the Act; and

WHEREAS, of the purposes of the proposed redevelopment plan or proposed redevelopment project area, none are reasonably expected to result in the displacement of residents from ten (10) or more inhabited residential units within the area; therefore, the feasibility study is not required to include the preparation of any housing impact study as described in Section 11-74.4-4.1 (b) of the Act.

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

That the City Council has examined the proposed area and circumstances and at this time finds that it is reasonable to believe that a tax increment financing plan can be adopted for said area and expenditures of development costs in furtherance of the plan, and potential development should be allowable project costs under the plan, provided that this resolution is not a guarantee that any such plan will be adopted, but rather an expression of the sense of the City at this time.

BE IT FURTHER RESOLVED that the person to contact for additional information about the proposed redevelopment project area and who should receive all comments and suggestions regarding the redevelopment of the area shall be:

Ray Forsythe
Planning & Development Director
City of Moline, 619 16th Street, Moline, IL 61265
Telephone (309) 524-2032

CITY OF MOLINE, ILLINOIS



Mayor

January 10, 2012
Date

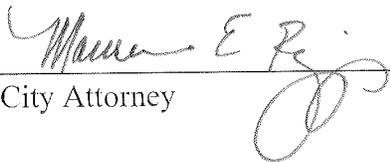
Passed: _____
January 10, 2012

Approved: _____
January 17, 2012

Attest: 

City Clerk

APPROVED AS TO FORM:



City Attorney

ATTACHMENT B

**Boundary Description
41st Street Redevelopment Project Area**

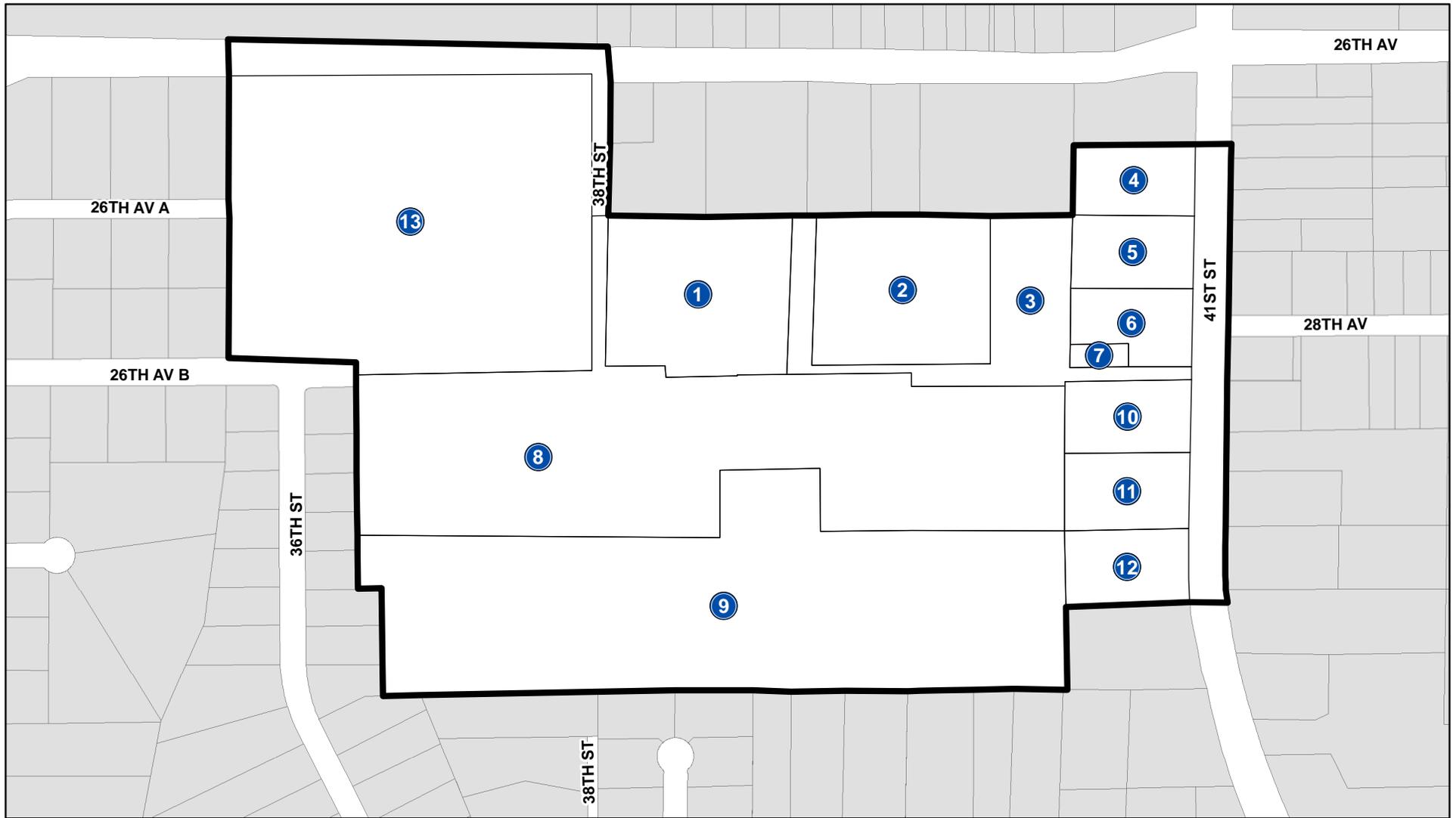
ATTACHMENT C

PIN LIST, PROPERTY OWNERS & 2011 EAV

Parcel Identification Numbers (PIN), Owner and 2011 EAV
 41st Street Redevelopment Project Area
 City of Moline, Illinois

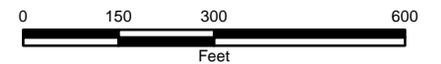
TIF Map	Locator	Parcel ID No.	County ID No.	Owner	Owner Address	Owner City	ZIP	2011 EAV
ID No.¹	(PIN)						Code	
1	1710108002	0712585	GENESIS IL PROP/ACCT PAY	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	25,258
2	1710108004	0712586	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	22,336
3	1710108005	0712587	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	35,294
4	1710100006	07208-6	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	62,399
5	1710100007	07208-7	GENESIS HEALTH SYSTEMS	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	62,396
6	1710100010	07208-8-A	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	58,122
7	1710100009	07208-8	GENESIS IL PROP L C	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	9,698
8	1710100003	07208-3	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	92,177
9	1710100004	07208-12	GENESIS IL PROP %ACCOUNTG	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	6,951
10	1710100011	07208-9	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	62,396
11	1710100012	07208-11	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	62,396
12	1710100013	07208-13	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$	62,396
13	1710100002	07208	Board of Education	1619 11th AVE	MOLINE IL	61265	\$	-
TOTAL \$								561,820

¹ See corresponding map.



Legend

-  Redevelopment Project Area Boundary
-  Moline_Parcels_8162012
-  Parcel Locator Number



August 2012

Parcel Locator Map

41st Street Redevelopment Project Area
City of Moline, Illinois

Council Bill/General Ordinance No. 3029-2012
Sponsor: _____

AN ORDINANCE

DESIGNATING the 41st Street Redevelopment Project Area.

WHEREAS, the City Council has heretofore in Ordinance No. 3028-2012 adopted and approved the Tax Increment Redevelopment Plan and Project for the proposed 41st Street Redevelopment Project Area with respect to which a public hearing was held on October 23, 2012 and it is now necessary and desirable to designate the area referred to in said plan as the 41st Street Redevelopment Project Area.

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

Section 1. That the area described in the attached Exhibit A is hereby designated as the 41st Street Redevelopment Project Area pursuant to Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-4.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

TIF DESCRIPTION 41ST STREET REDEVELOPMENT PROJECT AREA

Part of the southwest quarter of Section 3 and part of the northwest quarter and northeast quarter of Section 10, Township 17 North, Range 1 West of the 4th Principal Meridian in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows;

Beginning at the at the northwest corner of Ferry's Office Addition recorded as Doc. No. 96-03124 in the Rock Island County Recorder's Office;

Thence South 00 degrees 37 minutes 55 seconds West along the west line of said Ferry's Office Addition, a distance of 175.00 feet to the south line of the northeast quarter of the northwest quarter of said Section 10;

Thence North 89 degrees 53 minutes 14 seconds West along said south line, a distance of 980.86 feet to the southwest corner of the northeast quarter of the northwest quarter of said Section 10;

Thence South 89 degrees 45 minutes 54 seconds West along the south line of the northwest quarter of the northwest quarter of said Section 10, a distance of 444.26 feet to the east line of South Moline Township Tax Parcel No. 11858;

Thence North 00 degrees 11 minutes 38 seconds East along said east line and the east line of South Moline Tax Parcel No. 11857 and 11856, a distance of 219.51 feet to the north line of South Moline Tax Parcel No. 11856;

Thence North 89 degrees 55 minutes 13 seconds West along said north line, a distance of 50.00 feet to the east line of Rolling Hills Addition as recorded in Plat Book 40 at Page 259 in said Recorder's Office;

Thence North 00 degrees 11 minutes 38 seconds East along said east line, a distance of 469.91 feet to the north right of way line of 26th Avenue B;

Thence North 89 degrees 47 minutes 35 seconds West along said north right of way line, a distance of 269.22 feet to the west line of South Moline Tax Parcel 208;

Thence North 00 degrees 10 minutes 24 seconds West along said west line and its northerly projection, a distance of 657.23 feet to the north right of way line of 26th Avenue;

Thence South 89 degrees 29 minutes 54 seconds East along said north right of way line, a distance of 792.16 feet to the northerly projection of the east right of way line of 38th Street;

Thence South 00 degrees 01 minutes 10 seconds East along said east right of way line and its northerly projection, a distance of 348.28 feet to the northerly line of Genesis 41st Street Addition recorded as Doc. No. 2012-24254 in said Recorder's Office;

Thence South 89 degrees 45 minutes 15 seconds East along said northerly line, a distance of 962.65 feet;

Thence North 00 degrees 37 minutes 55 seconds East along said northerly line, a distance of 149.14 feet;

Thence South 89 degrees 29 minutes 54 seconds East along said northerly line and its easterly projection, a distance of 321.80 feet to the east right of way line of 41st Street;

Thence South 00 degrees 17 minutes 38 seconds West along said east right of way line, a distance of 800.26 feet;

Thence southerly 160.49 feet along said east right of way line and the arc of a curve to the left having a radius of 1,392.69 feet, a chord bearing of South 03 degrees 00 minutes 27 seconds East, and a chord distance of 160.40 feet to the easterly projection of the north line of said Ferry's Office Addition;

Thence North 89 degrees 53 minutes 14 seconds West along said north line and its easterly projection, a distance of 336.72 feet to the Point of Beginning.

The above described parcel contains 48.815 acres, more or less.

Council Bill/General Ordinance No. 3030-2012

Sponsor: _____

AN ORDINANCE

ADOPTING Tax Increment Financing for the 41st Street Redevelopment Project Area.

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

WHEREAS, the City of Moline has adopted a Tax Increment Redevelopment Plan and Project, designated the 41st Street Redevelopment Project Area pursuant to the provisions of the Act, and has otherwise complied with all other conditions precedent required by the Act.

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

Section 1. That tax increment financing is hereby adopted in respect to the Tax Increment Redevelopment Plan and Project for the 41st Street Redevelopment Project Area (Area) approved and adopted pursuant to Ordinance No. 3028-2012 of the City of Moline, which said Area was designated pursuant to Ordinance No. 3029-2012 and the boundaries thereof being legally described therein.

Section 2. That after the total equalized assessed valuation of taxable real property in the 41st Street Redevelopment Project Area exceeds the total initial equalized assessed value of all taxable real property in the 41st Street Redevelopment Project Area, the ad valorem taxes, if any, arising from the levies upon taxable real property in the 41st Street Redevelopment Project Area by taxing districts and the rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the Act each year after the effective date of this Ordinance until the redevelopment project costs and all municipal obligations issued in respect thereto have been paid shall be divided as follows:

- a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the 41st Street Redevelopment Project Area shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

- b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the 41st Street Redevelopment Project Area over and above the initial equalized assessed value of each property in the 41st Street Redevelopment Project Area shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund called "the Special Tax Allocation Fund for the 41st Street Redevelopment Project Area" of the City of Moline for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

TIF DESCRIPTION 41ST STREET REDEVELOPMENT PROJECT AREA

Part of the southwest quarter of Section 3 and part of the northwest quarter and northeast quarter of Section 10, Township 17 North, Range 1 West of the 4th Principal Meridian in the City of Moline, County of Rock Island, State of Illinois, more particularly described as follows;

Beginning at the at the northwest corner of Ferry's Office Addition recorded as Doc. No. 96-03124 in the Rock Island County Recorder's Office;

Thence South 00 degrees 37 minutes 55 seconds West along the west line of said Ferry's Office Addition, a distance of 175.00 feet to the south line of the northeast quarter of the northwest quarter of said Section 10;

Thence North 89 degrees 53 minutes 14 seconds West along said south line, a distance of 980.86 feet to the southwest corner of the northeast quarter of the northwest quarter of said Section 10;

Thence South 89 degrees 45 minutes 54 seconds West along the south line of the northwest quarter of the northwest quarter of said Section 10, a distance of 444.26 feet to the east line of South Moline Township Tax Parcel No. 11858;

Thence North 00 degrees 11 minutes 38 seconds East along said east line and the east line of South Moline Tax Parcel No. 11857 and 11856, a distance of 219.51 feet to the north line of South Moline Tax Parcel No. 11856;

Thence North 89 degrees 55 minutes 13 seconds West along said north line, a distance of 50.00 feet to the east line of Rolling Hills Addition as recorded in Plat Book 40 at Page 259 in said Recorder's Office;

Thence North 00 degrees 11 minutes 38 seconds East along said east line, a distance of 469.91 feet to the north right of way line of 26th Avenue B;

Thence North 89 degrees 47 minutes 35 seconds West along said north right of way line, a distance of 269.22 feet to the west line of South Moline Tax Parcel 208;

Thence North 00 degrees 10 minutes 24 seconds West along said west line and its northerly projection, a distance of 657.23 feet to the north right of way line of 26th Avenue;

Thence South 89 degrees 29 minutes 54 seconds East along said north right of way line, a distance of 792.16 feet to the northerly projection of the east right of way line of 38th Street;

Thence South 00 degrees 01 minutes 10 seconds East along said east right of way line and its northerly projection, a distance of 348.28 feet to the northerly line of Genesis 41st Street Addition recorded as Doc. No. 2012-24254 in said Recorder's Office;

Thence South 89 degrees 45 minutes 15 seconds East along said northerly line, a distance of 962.65 feet;

Thence North 00 degrees 37 minutes 55 seconds East along said northerly line, a distance of 149.14 feet;

Thence South 89 degrees 29 minutes 54 seconds East along said northerly line and its easterly projection, a distance of 321.80 feet to the east right of way line of 41st Street;

Thence South 00 degrees 17 minutes 38 seconds West along said east right of way line, a distance of 800.26 feet;

Thence southerly 160.49 feet along said east right of way line and the arc of a curve to the left having a radius of 1,392.69 feet, a chord bearing of South 03 degrees 00 minutes 27 seconds East, and a chord distance of 160.40 feet to the easterly projection of the north line of said Ferry's Office Addition;

Thence North 89 degrees 53 minutes 14 seconds West along said north line and its easterly projection, a distance of 336.72 feet to the Point of Beginning.

The above described parcel contains 48.815 acres, more or less.

NORTH IS BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM,
WEST ZONE, NORTH AMERICAN DATUM OF 1983 (1997 ADJUSTMENT)



SCALE: 1" = 100'

THIS PLAT PRESENTED BY:
THE CITY OF MOLINE, ILLINOIS
ECONOMIC DEVELOPMENT DIRECTOR
MR. RAY FORSYTHE
619 16th STREET
MOLINE, IL 61265
PHONE: (309) 524-2032

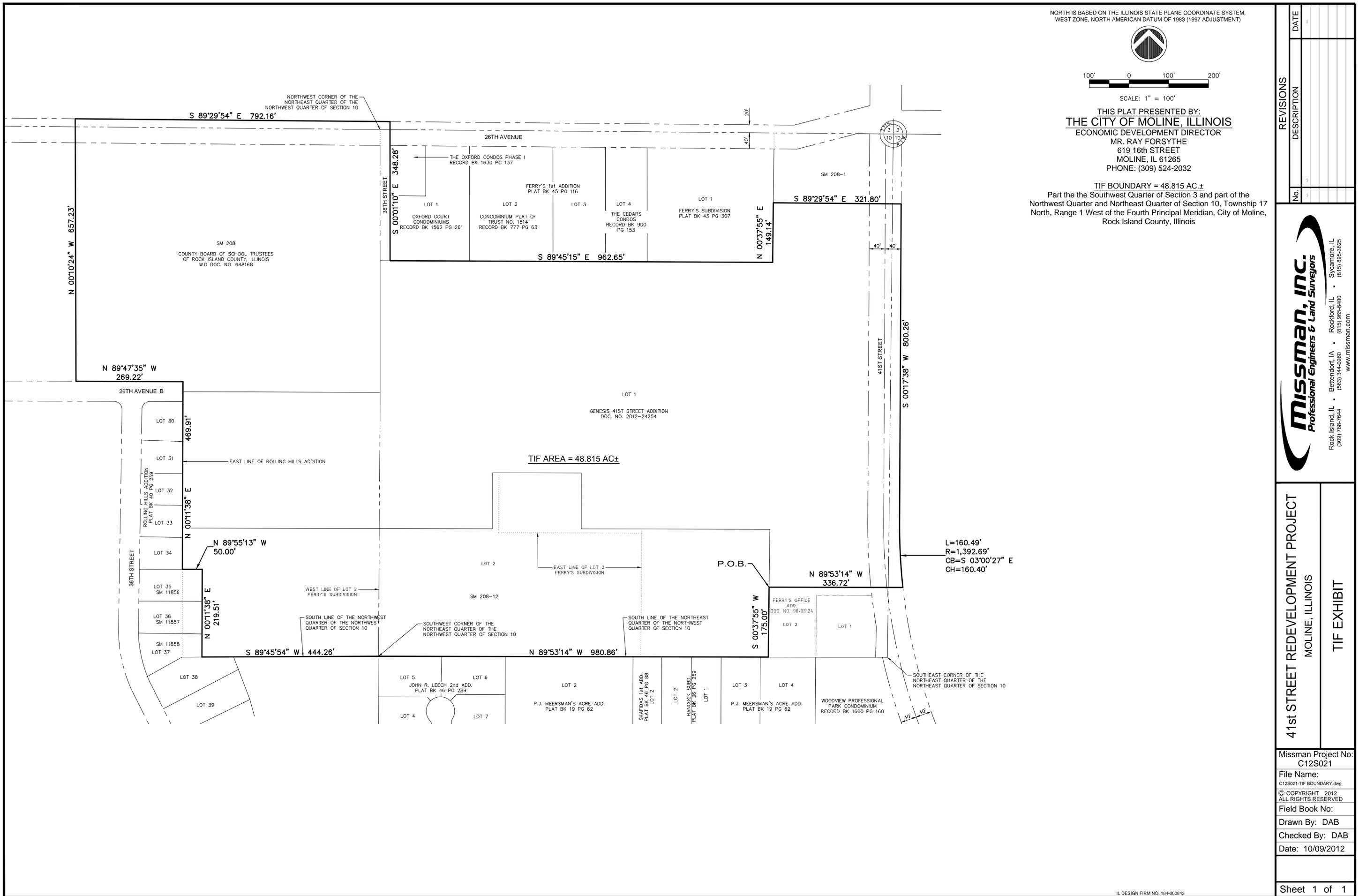
TIF BOUNDARY = 48.815 AC.±
Part the the Southwest Quarter of Section 3 and part of the
Northwest Quarter and Northeast Quarter of Section 10, Township 17
North, Range 1 West of the Fourth Principal Meridian, City of Moline,
Rock Island County, Illinois

REVISIONS	DESCRIPTION	DATE
No.		

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

41st STREET REDEVELOPMENT PROJECT
MOLINE, ILLINOIS
TIF EXHIBIT

Missman Project No:
C12S021
File Name:
C12S021-TIF BOUNDARY.dwg
© COPYRIGHT 2012
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: DAB
Date: 10/09/2012



Council Bill/Resolution No. 1275-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Development Agreement between the City of Moline and Genesis Health System for the Genesis 41st Street Wellness Campus Project.

WHEREAS, the City wishes to enter into a Development Agreement with Genesis Health System in order to facilitate redevelopment of property located at the 2700 – 2800 block of 41st Street, Moline, to be known as the Genesis 41st Street Wellness Campus; and

WHEREAS, City staff has negotiated a performance based rebate with Genesis Health System for the proposed Phase I of the project, which includes public infrastructure improvements and amenities and construction of a 80,000 square foot medical office building and parking, all designed to promote healthy living and easy on-site navigation; and

WHEREAS, the Development Agreement provides for a rebate of up to 15% of the total estimated project cost, and the rebate will reimburse the developer for increased costs of developing on the site as well as public infrastructure improvements and amenities; and

WHEREAS, the City believes that the redevelopment project and the fulfillment generally of the terms of the Development Agreement are in the vital and best interests of the City and its residents and are in accord with its duty, authority, and the public purposes and conditions arising under the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq., and all applicable state and local laws and requirements.

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

That the Mayor and City Clerk are hereby authorized to execute a Development Agreement between the City of Moline and Genesis Health System; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

December 4, 2012

Date

Passed: December 4, 2012

Approved: December 11, 2012

Attest: _____

City Clerk

Approved as to Form:

City Attorney

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

GENESIS HEALTH SYSTEM

THIS INDENTURE ("Agreement") made and entered into on this _____ day of _____, 2012, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and Genesis Health System, an Illinois Nonprofit Corporation ("Developer").

WITNESSETH:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City's proposed Genesis/41st Street Tax Incremental Financing District (TIF) enacted pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the "Act"); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) located at the 2700 – 2800 block of 41st Street; and

WHEREAS, the Entire Redevelopment Project shall consist of the following elements, to-wit:

- i. Installation of public improvements including but not limited to streets and street improvements such as turning lanes, traffic signals and signage, sidewalks, public utilities (sewer, water, storm water), public walking trails, and community gathering areas;
- ii. Construction of up to 5 buildings ranging in size from 18,000 gsf to 80,000 gsf with adequate parking to serve each perspective phase as well as the public amenities;
- iii. It is anticipated that the Genesis 41st Street Wellness Campus Attributes are as follows:
 - Welcoming, easy to navigate site layout and way finding;
 - Site and buildings designed to promote healthy living;
 - Multiple building sites in their own peaceful setting;
 - Reduced views of large parking lots with generous landscaping and healing areas;

- Upscale design elements including signage, walking areas and community gathering places.

The foregoing elements of the Genesis 41st Street Wellness Campus shall hereinafter be collectively referred to as the “Redevelopment Project” unless individually identified; and identified in Exhibit D; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel numbers 07-12585, 07-12586, 07-12587, 07-208-6, 07-208-7, 07-208-8-A, 07-208-8, 07-208-3, 07-208-12, 07-208-9, 07-208-11, 07-208-13, which is more particularly described in Exhibit A, “Legal Description,” attached hereto and incorporated herein by this reference thereto (“Property”); and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand employment opportunities and create commercial enterprises in the City; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

I. CITY’S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Agreement in accordance with the Development Timetable contained in Exhibit B, attached hereto and incorporated by reference herein:

- A. Complete the Elements of the Prefunding Agreement and Inducement Resolution 1115-2012. The City of Moline passed Council Bill/Resolution No. 1115-2012 on January 17, 2012 which provided for the completion of a feasibility study related to the proposed redevelopment and to induce development interest within the subject area. The City contracted with PGAV Planners to complete the Redevelopment Plan which is on file with the City Clerk, and the process to create the Tax Increment Financing district is underway.
- B. Maximum TIF Payment. The City’s total payment paid from the net incremental real estate tax generated by the Redevelopment Project under this Section I shall not exceed fifteen percent (15%) of the

estimated total costs for Phase I of the Redevelopment Project and shall not extend beyond December 31, 2035, which is the maximum length of the proposed TIF district.

The estimated total project cost for Phase I of the Redevelopment Project is separated into two (2) categories as follows:

Building I (Frauenshuh Building):	\$ 8,310,240
Genesis Health System Site Improvements:	<u>\$ 2,063,500</u>
Total Phase I Project Cost:	\$10,373,740

for a total of Ten Million Three Hundred Seventy Three Thousand Seven Hundred Forty Dollars (\$10,373,740). Fifteen percent (15%) of such estimated total project cost equals One Million Five Hundred Fifty Six Thousand and Sixty One Dollars (\$1,556,061) to be rebated from the net incremental annual real estate taxes ("Maximum TIF Payment"). In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate will be reduced by twenty percent (20%). In no case shall the Maximum TIF Payment be greater than \$1,556,061.

- C. Property Tax Rebate. The City shall pay through its TIF Fund to Developer 75% of the net incremental annual real estate taxes until the Maximum TIF Payment is reached. If, in the final year of payments, the balance owed to Developer is less than 75% of the net incremental annual real estate taxes, City shall pay only the amount necessary to reach the Maximum TIF Payment.

The net incremental annual real estate taxes shall be used by the Developer only to pay for eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3) as illustrated in Exhibit B, "Redevelopment Project Costs," attached hereto and incorporated herein by this reference, subject to the Maximum TIF Payment identified in I.B. above. The base year for computation purposes of the net annual increment is agreed to be the annual real estate taxes for parcels 07-12585, 07-12586, 07-12587, 07-208-6, 07-208-7, 07-208-8-A, 07-208-8, 07-208-3, 07-208-12, 07-208-9, 07-208-11, and 07-208-13; the base Equalized Assessed Valuation (EAV) for the base year 2012 is \$561,820. The property tax rebate period will start with assessment year 2014 and payment year 2015. An illustrative example of the payments called for under this paragraph is shown in Exhibit C attached hereto and incorporated by reference herein. The percentage payment shall be from the incremental property tax generated solely by the Property, and paid to the City's TIF Account; the

City shall remit to the Developer within thirty-days (30) after receipt of total annual payment into said City's TIF Account from Rock Island County. In the event that the Incremental Real Estate Taxes generated are less than the amount shown on Exhibit C, then 75% of net Incremental Real Estate Taxes generated by the Redevelopment Project will be paid to the Developer for the particular year in question as set forth above, and the term of payments shall be extended as needed to reach Maximum TIF Payment as long as said term is equal to or less than the life of the TIF district. The parties agree that the figures shown in Exhibit C are for illustrative purposes, and the actual annual payments to be made in any given year may be more or less than the amount shown or may be \$0 depending upon the actual experience.

- D. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible costs (see Exhibit B) incurred or incidental to the Redevelopment Plan and Redevelopment Project.
- E. Final Payment. Upon final payment to reach the Maximum TIF Payment or upon expiration of the TIF district, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- F. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws.

- B. Developer agrees to complete the following Phase I project elements:
- i. Genesis Health System shall complete the Site Work including all Earthwork, Foundation & Load-bearing Elements, Utility Services, Drainage and Containment, Pavements & Appurtenances, Landscaping, Electrical;
 - ii. Frauenshuh HealthCare Real Estate Solutions shall construct an 80,000 square foot Medical Office Building.
- C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances, including the conditions of the rezoning ordinance, General Ordinance 98-7-4, for the subject property, a copy of which is attached hereto and incorporated herein by reference as Exhibit E. Further, Developer warrants that the City Code Compliance Manager or Building Official shall have approved all building plans submitted and agrees to follow all requirements of the City Code.
- D. Assessed Valuation. Developer agrees not to appeal the annual assessed valuation of the Property as determined by the South Moline Township Assessor until the expiration of this TIF district, provided that any such assessment is consistent with that of comparable properties.

III. CONDITIONS PRECEDENT TO CITY'S INCENTIVE PAYMENTS HEREUNDER.

A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual project cost incurred, which have been independently verified by a third party mutually agreed to by City and Developer, at Developer's expense. Failure to provide an independently verified accounting of project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs I. A and I. B, preceding, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

IV. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible “redevelopment project costs” pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

V. WARRANTIES OF THE DEVELOPER.

A. The Developer represents and warrants to the City that the Developer is an Illinois Nonprofit Corporation duly organized and existing under the laws of the State of Illinois and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

VI. DEVELOPER'S INDEMNIFICATION.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Agreement by the Developer, or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer's contractor). The Developer

shall, at the Developer's sole cost and expense, appear, defend and pay all charges, attorneys' fees of attorney(s) mutually agreed upon by the City and Developer, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

VII. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between the Developer and the City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the parties hereto or a memorandum thereof and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded as set forth below, and may be modified only by written amendment signed by the Developer and the City, which amendment shall become effective upon recording by either party in the Recorder's Office in Rock Island County, Illinois.

VIII. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld). For the purposes of this paragraph, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Five Million and No/100 Dollars (\$5,000,000.00). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

X. NOTICE OF DEFAULT.

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-Defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

XI. REMEDIES UPON DEFAULT.

A. If, in the City's judgment, the Developer is in default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies

against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section XI.B., the City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such

default or breach or of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

XII. NON-DISCRIMINATION.

The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased, or used by the Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations on the Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

XIII. NOTICES.

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when (a) hand delivered to the party to whom the notice is addressed; (b) mailed by certified mail, return receipt requested, United States mail, postage prepaid; or (c) delivered by overnight courier delivery service (i.e. Federal Express, UPS, etc.) and addressed to the party at the address shown as follows:

TO CITY: City Administrator and City Clerk
619 16th Street
Moline, IL 61265

WITH A COPY TO: City Attorney
619 16th Street
Moline, IL 61265

TO DEVELOPER: Florence Spyrow
Genesis Health System
1227 East Rusholme Street
Davenport, IA 52803

WITH A COPY TO: Ronald S. Cope
Ungaretti & Harris
Three First National Plaza
70 West Madison
Chicago, IL 60602

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

XIV. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

XV. HEADINGS.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

XVI. APPLICABLE LAW.

This Agreement, and each of its subparts and incorporated items thereto shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.

XVII. SEVERABILITY.

Should any part of this Agreement be determined to be illegal, invalid, or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect, fully binding both parties, their respective heirs and assigns, as to such remaining terms.

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

XIX. ASSURANCE OF FURTHER ACTION.

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request, in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

XX. DELAYED EXECUTION.

After this Agreement is approved by the Moline City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10)

from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

The intentions, affirmations, authorizations and agreements between the parties hereto as expressed herein are approved solely by and between the parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties hereto and each of them, whether real or alleged, is specifically disclaimed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth above their respective signatures.

THE CITY OF MOLINE, ILLINOIS

GENESIS HEALTH SYSTEM

DATED: _____

DATED: _____

By: _____
Donald Welvaert, Mayor

By: _____
Florence Spyrow, Vice-President

Attest: _____
Tracy Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **DONALD WELVAERT** and **TRACY KORANDA** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

Part of Lot 2, all of Lots 3, 4 and 5 of Ferry's Subdivision, recorded in Plat Book 43 at Page 307 in the Rock Island County Recorder's Office, part of the South Half of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter, all in Section 10, Township 17 North, Range 1 West of the 4th Principal Meridian, City of Moline, County of Rock Island, State of Illinois, more particularly described as follows:

Beginning at the northwest corner of Ferry's Office Addition, recorded as Document Number 96-03124 in the Rock Island County Recorder's Office;

Thence North 00 degrees 37 minutes 55 seconds East, a distance of 145.00 feet;

Thence North 89 degrees 53 minutes 07 seconds West, a distance of 474.00 feet;

Thence North 00 degrees 06 minutes 46 seconds East, a distance of 140.00 feet;

Thence North 89 degrees 53 minutes 14 seconds West, a distance of 224.00 feet;

Thence South 00 degrees 06 minutes 46 seconds West, a distance of 140.00 feet;

Thence North 89 degrees 53 minutes 14 seconds West, a distance of 779.55 feet to the east line of Rolling Hills Addition, recorded in Plat Book 40 at Page 259 in said Recorder's Office;

Thence North 00 degrees 11 minutes 38 seconds East along said east line, a distance of 341.69 feet to the south line of the Real Estate conveyed to the County Board of School Trustees of Rock Island County, Illinois recorded as Document No. 648168 in said Recorder's Office;

Thence South 89 degrees 47 minutes 35 seconds East along said south line, a distance of 496.24 feet to the west line of Lot 2 in said Ferry's Subdivision;

Thence North 00 degrees 01 minutes 10 seconds West along said west line, a distance of 329.88 feet to the southwest corner of Ferry's 1st Addition, recorded in Plat Book 45 at Page 116 in said Recorder's Office;

Thence South 89 degrees 45 minutes 15 seconds East along the south line of said Ferry's 1st Addition and the south line of Lot 1 in said Ferry's Subdivision, a distance of 987.65 feet to the southeast corner of Lot 1 in said Ferry's Subdivision;

Thence North 00 degrees 37 minutes 55 seconds East along the east line of said Lot 1, a distance of 149.14 feet to the southwest corner of the Real Estate conveyed to Kent

D. Lundt & Connie A. Lundt, recorded as Document Number 96-02560 in said Recorder's Office;

Thence South 89 degrees 29 minutes 54 seconds East along the south line of said Real Estate so conveyed, a distance of 241.80 feet to the west right of way line of 41st Street;

Thence South 00 degrees 17 minutes 38 seconds West along said west right of way line, a distance of 800.55 feet;

Thence southerly 160.71 feet along said west right of way line and the arc of a curve to the left having a radius of 1,472.69 feet, a chord bearing of South 02 degrees 49 minutes 57 seconds East, and a chord distance of 160.63 feet to the northeast corner of said Ferry's Office Addition;

Thence North 89 degrees 53 minutes 14 seconds West along the north line of said Ferry's Office Addition, a distance of 256.24 feet to the Point of Beginning.

EXHIBIT B
REDEVELOPMENT COSTS

Costs as Permitted Pursuant to Section 5/11-74.4-3(q) of the Act:

- Acquisition and other Property Assembly Costs

- Development Services Design and Engineering Services

- Legal/Appraisal

- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation

- Reconstruction, rehabilitation, repair or remodeling

- And other items permitted by the Act

EXHIBIT C
ILLUSTRATIVE EXAMPLE OF FINANCIAL ASSISTANCE

Genesis 41st Street Phase I TIF Worksheet			Construction	Estimated	Estimated	New Taxes			
Payable	Number	Base	Value	Taxable	New	Using	15% Rebate	75 % Rebate*	25% To City
Year	of	EAV	in Taxable	Value	Construction	Current	of Total	to Genesis	and/or Surplus
	Years		Year	85%	EAV	Rate of \$8.8503	Project Cost		
						Per \$100 EAV			
2012		\$ 561,820							
2013		\$ 561,820							
2014	1	\$ 561,820	\$10,373,740	\$ 8,817,679	\$2,939,226	\$249,922	\$1,556,061	\$187,442	\$62,480.60
2015	2	\$ 561,820				\$249,922		\$187,442	\$62,480.50
2016	3	\$ 561,820				\$249,922		\$187,442	\$62,480.50
2017	4	\$ 561,820				\$249,922		\$187,442	\$62,480.50
2018	5	\$ 561,820				\$249,922		\$187,442	\$62,480.50
2019	6	\$ 561,820				\$249,922		\$187,442	\$62,480.50
2020	7	\$ 561,820				\$249,922		\$187,442	\$62,480.50
2021	8	\$ 561,820				\$249,922		\$187,442	\$62,480.50
2022	9	\$ 561,820				\$249,922		\$56,527	\$193,395.00
Total			\$10,373,740	\$ 8,817,679	\$2,939,226	\$ 2,249,298	\$1,556,061	\$1,556,059	\$693,239.10
* Last year of rebate is = to final payment only									

EXHIBIT D

SCHEMATIC OF PHASE I & SCHEMATIC OF TOTAL PROJECT



LANDSCAPE THEME AREAS

Genesis Medical Center - Illinois
41st Street Campus

08.20.2012
11781-00



WELLNESS CAMPUS MASTER PLAN

Genesis Medical Center - Illinois
41st Street Campus

08.20.2012
11781-00

EXHIBIT E
GENERAL ORDINANCE 98-7-4

(3 pages, attached)

Council Bill No. 98-180

General Ordinance

Sponsor _____

No. 98-7-4

AN ORDINANCE

AMENDING the Zoning Ordinance of the City of Moline, Illinois, by enacting thereto an amendment of Zoning Map, incorporated therein as Section 35-1103 (Genesis Health System - 2805 - 41 Street).

WHEREAS, the Plan Commission has received a request for rezoning sufficient in form and content; and

WHEREAS, the Plan Commission, after public hearing upon proper notice, has made its recommendation; and

WHEREAS, this Council's Planning and Public Safety Committee has considered said request and recommendation and made its own recommendation; and

WHEREAS, this Council finds and declares that a change from R-1 to O-1 Zoning will more accurately reflect the comprehensive plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning Ordinance.

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

Section 1 - That the following described territory shall be, and the same is, hereby changed from zoning classification "R-1" (One-Family Dwelling District), as provided in Section 35-5101 of said zoning ordinance, to zoning classification "O-1" (Office District), as provided in Section 35-5311 of said zoning ordinance:

Those parts of the N. ¼ of the NW ¼ of Sec. 10, T. 17 N., R. 1 W. of the 4th P.M. described as follows: The E. 360 ft. of the W. 660 ft. of the N. 350 ft. of the S. 660 ft. of the NE ¼ of the NW ¼: the E. 7.5 acres of the SE ¼ of the NW ¼ of the NW ¼ of said Sec. 10 excepting therefrom the S. 222.27 ft. of the W. 50 ft.: Commencing at a point of the N. line of said NW ¼ Sec. 40 ft. W. of the NE Cor. of said NW ¼; thence S. 175 ft. to the P.O.B.; thence W. 300 ft.; thence S. 155 ft.; thence E. 300 ft.; thence N. 155 ft. to the P.O.B.; Comm. at the SE Cor. of the NE ¼ of said N. ½; thence W. 300 ft.; thence N. 485 ft. to the P.O.B.; thence N. 155 ft.; thence E. 260 ft.; thence S. 155 ft.; thence W. 260 ft. to the P.O.B.; Beg. at the SW Cor. of Ferry's Office Add.; thence W. 300 ft.; thence N. 630 ft.; thence E. 330 ft.; thence S. 630 ft. to the P.O.B.: Beg. at the NW Cor. of Ferry's Office Add.; thence N. 155 ft.; thence E. 260 ft.; thence S. 155 ft.; thence W. 260 ft. to the P.O.B.: Lots 2, 3, 4 & 5 in Ferry's Subdivision, City of Moline, Rock Island County, Illinois.

Section 2 - That this O-1 zoning is subject to the following conditions and restrictions:

1. **Conditions**

(A) **Setback.** There is hereby established a fifty (50) foot setback requirement from the Westerly boundary of the Property for any parking lots which may be constructed on the Property. There is hereby established a one hundred twenty (120) foot setback requirement from the Westerly boundary of the Property for any buildings which may be constructed on the Property.

(B) **Green Space/Buffer Yard and Landscaping.** At the time the Property is developed within 200 feet of the Westerly boundary of the Property, the fifty (50) foot setback area described in (A), above, which is adjacent to the area which is being developed shall be landscaped and maintained as a green space/buffer yard between any development and the residential area to the west of the Property. The landscaping in the green space/buffer yard area shall consist of grass, trees and shrubs so that each 100 linear feet (measured from North to South) along the green space/buffer yard shall have a minimum of three canopy trees, six understory trees and nine shrubs. All landscaping materials and plantings shall be high quality. Genesis shall consult with the Neighbors in the selection of the particular species of trees and shrubs to be planted. Plantings shall meet the following minimum size requirements:

Canopy Tree-Single Stem	2.5" caliper and 10 feet height
Canopy Tree-Multi Stem	10 feet height
Understory Tree	1.5" caliper and 4 feet height
Evergreen Tree	5 feet height
Deciduous Shrub	24" height
Evergreen Shrub	18" height

Until the green space/buffer yard is landscaped by Genesis, the Neighbors may plant trees and shrubs on the green space/buffer yard area in concert with Genesis. At the time the green space/buffer yard is to be landscaped, Genesis shall consult with the Neighbors to determine if existing trees and shrubs can be incorporated into the landscaping plan. To the extent reasonably practical, existing hardwood trees in the green space/buffer yard shall be preserved and incorporated into the landscaping plans.

(C) **Maintenance.** At all times, the area adjacent to the Westerly boundary of the Property shall be reasonably maintained and mowed. Following any development of the Property within 200 feet of the Westerly boundary, grass shall be mowed at least weekly during the growing season. Trees and shrubs shall be trimmed and maintained at least semi-annually and any dead trees or shrubs shall be replaced at least annually.

(D) **Drainage Control.** Storm water from parking lots, roofs and driveways shall be directed away from the Westerly boundary of the Property, unless directed into a municipal storm water collection facility, but only as permitted by the City of Moline; in any event, drainage shall be without damage or increased water flow or speed to any adjacent property.

(E) **Lighting.** Exterior lighting shall be designed and installed in a manner that directs lighting downward so that such light does not reflect on to the surrounding residential property.

(F) **Building Materials.** All building materials on the face of any buildings within 200 feet of the Westerly boundary of the Property will be esthetically pleasing. Exterior materials for such buildings facing the Westerly boundary of the Property shall be brick, stone, exposed aggregate surfaces, stucco, high quality steel, aluminum or similar decorative exterior coverings. Painted concrete block or ribbed or corrugated metal panels (typically used in pre-engineered steel buildings or pole barns) shall not be used on the exterior of buildings facing the Westerly boundary of the Property. Pre-cast fluted or split-face block or panels may be used.

(G) **Storage Areas.** Any storage enclosures located on the West side of any buildings within 200 feet of the Westerly boundary of the Property shall be designed to be compatible with the overall design of the development. Any utility structures or refuse containers within 200 feet and visible from the Westerly boundary of the Property shall be screened from said Westerly property boundary. No unscreened outside storage area shall be allowed within 200 feet of the Westerly boundary of the Property.

(H) **Ball Fields.** There shall be no ball fields, soccer fields, baseball fields, football fields or playgrounds located within 200 feet of the Westerly boundary of the Property.

2. **Access to 26 Avenue B.** There shall be no access provided between the Property and 26 Avenue B, unless required by the City of Moline Fire Department. In the event that the City of Moline requires emergency access from 26 Avenue B to the Property, such access shall be limited at all times to emergency vehicles only.

Section 3 - That the City Engineer is hereby directed to correct the zoning map as provided in Section 35-1103 of the Moline Zoning Ordinance and to enter a notation thereon, so as to show that the above-described area is established as above set forth and shall hereinafter be included in the O-1 (Office District).

Section 4 - That the foregoing amendment to the Moline Zoning Ordinance was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning Ordinance, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

Council Bill No. 98-180
Ordinance No. 98-7-4
Page 3

Section 5 - Each section of this Agreement and each sentence, clause or phrase contained in such section shall be considered severable and, if for any reason, any section or sentence, clause or phrase contained in such section is determined to be invalid or contrary to any existing or future laws, such invalidity shall not impair the operation of or affect that portion of this Agreement which is valid.

Section 6 - 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

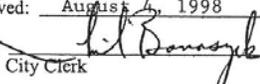


Mayor
July 28, 1998

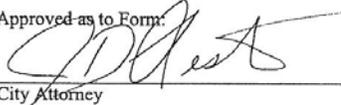
Date

Passed: July 28, 1998

Approved: August 4, 1998

Attest: 

City Clerk

Approved as to Form: 

City Attorney

Council Bill /General Ordinance No. 3041-2012
Sponsor _____

AN ORDINANCE

MAKING appropriations for corporate purposes for the fiscal year beginning January 1, 2013 and ending December 31, 2013.

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

Section 1. That the following sums, or so much thereof as hereby may be authorized either by law or by ordinance, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the City of Moline, Rock Island County, Illinois for the fiscal year beginning, January 1, 2013 and ending December 31, 2013, such appropriations are hereby made for the following objects and purposes:

<u>Fund</u>	<u>Appropriation</u>	<u>Amount Raised Other Than Taxation</u>	<u>Amount to be Raised by Taxation</u>
General	\$42,310,740	\$39,153,505	\$3,157,235
General Trust	\$414,600	\$414,600	\$0
SFOOR Grant	\$132,560	\$132,560	\$0
Tourism	\$1,094,100	\$1,094,100	\$0
NSP2 Grant	\$1,085,750	\$1,085,750	\$0
Library	\$3,001,045	\$330,435	\$2,670,610
Park	\$3,997,015	\$1,384,750	\$2,612,265
Motor Fuel Tax	\$2,550,000	\$2,550,000	\$0
CDBG	\$665,265	\$665,265	\$0
Revolving Loan	\$238,860	\$238,860	\$0
TIF #1	\$3,570,865	\$3,570,865	\$0
TIF #2	\$193,350	\$193,350	\$0
TIF #3	\$54,450	\$54,450	\$0
TIF #4	\$193,425	\$193,425	\$0
Homebuyer Grant	\$237,170	\$237,170	\$0
TIF #5	\$32,365	\$32,365	\$0
TIF #6	\$53,500	\$53,500	\$0
TIF #7	\$5,728,635	\$5,728,635	\$0
Special Service Area #5	\$110,400	\$110,400	\$0
Special Service Area #6	\$225,000	\$144,600	\$80,400
Water	\$10,300,945	\$10,075,945	\$225,000
Water Pollution Control	\$9,347,690	\$9,347,690	\$0
Stormwater Utility	\$983,140	\$983,140	\$0
Fire Pension	\$4,329,925	\$1,050,400	\$3,279,525

Council Bill/General Ordinance No. 3041-2012

Page 2

Reher Art Gallery	\$33,795	\$33,795	\$0
Perpetual Care	\$14,075	\$14,075	\$0
Park/Cemetery Gifts	\$26,500	\$26,500	\$0
Foreign Fire Insurance	\$31,700	\$31,700	\$0
Police Pension	\$4,209,465	\$1,245,100	\$2,964,365
Library Trust Fund	\$107,200	\$107,200	\$0
Health Insurance	\$7,564,505	\$7,564,505	\$0
OPEB Retirement Fund	\$500,000	\$500,000	\$0
Information Technology	\$1,141,470	\$1,141,470	\$0
Public Safety Equipment	\$158,265	\$158,265	\$0
Liability	\$3,439,830	\$3,439,830	\$0
Fleet Services	\$4,757,695	\$4,757,695	\$0
Sanitation	\$2,443,165	\$2,443,165	\$0
Debt Service	\$7,441,475	\$7,441,475	\$0
2007 Escrow	\$420,000	\$420,000	\$0
Capital Improvement	\$7,533,715	\$7,533,715	\$0
	\$130,673,650	\$115,684,250	\$14,989,400

Section 2. That this Appropriation Ordinance is adopted pursuant to procedures set forth in the Illinois Municipal Code, 65 ILCS Articles 1 and 8 of Act 5, provided any limitations set forth herein in conflict with this Ordinance shall not be applicable to the Ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois. For the purposes of this ordinance, “taxation” shall mean real property tax levy only.

Section 3. That this Appropriation Ordinance has been enacted only after the City Council gave proper notice of a public hearing at least ten days prior thereto, made the documents upon which the Appropriation Ordinance is based available for public inspection at least ten days prior to said public hearing, and held a public hearing at 6:30 p.m., December 4, 2012, City of Moline, City Hall, 619 16th Street, Moline, Illinois.

Section 4. Furthermore, that the City Clerk is hereby directed to publish in pamphlet form within ten days from the date of passage at least twenty-five (25) copies of the Ordinance and to make available for public inspection said copy in the Office of the City Clerk during normal business hours. Publication in pamphlet form shall not delay the effective date of this Ordinance.

Section 5. 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

Council Bill/General Ordinance No. 3042-2012

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 21, “NUISANCES IN GENERAL,” of the Moline Code of Ordinances, by repealing said chapter in its entirety and enacting in lieu thereof one new Chapter 21 relating to the same subject matter.

WHEREAS, the City recognizes the issue of repeat nuisance offenses on or within Moline properties and seeks to implement remedies and abatement procedures for same; and

WHEREAS, this ordinance defines chronic nuisance properties and aggravated chronic nuisance properties and the types of offenses that, when repeated within a 365-day period, would fall within the parameters of the definitions and constitute a violation of the City Code; and

WHEREAS, such offenses include but are not limited to certain drug and/or alcohol related activities, criminal damage to property, assault or battery, disorderly conduct, and more severe criminal activities; and

WHEREAS, remedies by the court will include closure of the property for a certain time period, emergency closure due to immediate threat, civil penalties, and authorization for the City to secure the property or otherwise abate the chronic nuisance or aggravated chronic nuisance if the owner fails to do so; and

WHEREAS, the City wishes to adopt this ordinance in furtherance of its goal to protect the public health, safety and welfare of its citizens; and

WHEREAS, this ordinance repeals Chapter 21 in its entirety and enacts a new Chapter 21 to properly incorporate the new provisions pertaining to chronic nuisance properties and aggravated chronic nuisance properties.

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

Section 1 – That Chapter 21, “NUISANCES IN GENERAL,” of the Moline Code of Ordinances, is hereby amended by repealing said chapter in its entirety and enacting in lieu thereof one new Chapter 21 relating to the same subject matter, which shall read as follows:

“CHAPTER 21

NUISANCES IN GENERAL

Art. I. General Provisions, §21-1100 - §21-1104

Art. II. Chronic Nuisance Property and Aggravated Chronic Nuisance Property, §21-2101 - §21-2107

ARTICLE I. GENERAL PROVISIONS

SEC. 21-1100. DEFINED.

Within the City, it is hereby declared a nuisance for any person:

- (1) **Nuisances defined by state law; nuisances in fact.** To cause any of those acts or omissions that are declared to be nuisances by the laws of the state, and such as are known as nuisances to the common law, not hereinafter enumerated in this section or this Code; or to cause those acts or omissions which are nuisances in fact.
- (2) **Nuisances defined by this Code.** To cause any of those acts or omissions that is declared by this Code to be nuisances.
- (3) **Unsafe, unsightly structures.** To maintain any building, structure, street, sign or billboard in an unsafe, hazardous, or unsightly condition.
- (4) **Distillery, slaughterhouse, etc.** To carry on, use, or occupy any distillery or slaughtering establishment, or establishment for steaming or rendering lard, tallow, offal, dead animals, or other substance of like nature, without the permission of the City Council.
- (5) **Odors.** To engage in any activity which causes or produces unreasonably offensive odors, except that this subsection shall not apply to those activities carried on in the public interest.
- (6) **Putrid substances.** Maintain or permit any substance on the premises which is, or may become, putrid or create an unhealthy condition.
- (7) **Noises.** To cause or allow unreasonably loud noises tending to cause alarm or to disturb the public peace and quiet.
- (8) **Licenses.** To fail or refuse to obtain and possess any license required by this Code or other ordinance of the City.
- (9) **Continuing violations of this Code.** To continue to do any act, acts, omission or omissions which constitutes a violation of this Code or other ordinance of the City.
- (10) **Attractive nuisances.** For the owner or occupant of any premises to create, maintain, or suffer an attractive nuisance to remain on the premises.
- (11) **Zoning violations.** To violate the Zoning Ordinance of the City.
- (12) **Unhealthy conditions.** To create, allow, maintain, or permit any condition which may endanger the public health.
- (13) **Encroachments.** To cause, allow, permit, or suffer any encroachment upon public ways or upon public grounds without obtaining a permit therefor.
- (14) **Unlawful assemblies.** To organize, lead, or participate in any unlawful assembly of persons.
- (15) **Violation of technical Codes.** To cause, allow, permit, or suffer the violation of the Building Code of the City, the Electrical Code of the City, the Fire Prevention Code of the City, the Heating and Air Conditioning Code of the City, the Plumbing Code of the City, or any other technical Code adopted by any provision of this Code or any other ordinance of the City.
- (16) **Abandoned refrigerators.** To leave or permit standing outside of any structure, or within any abandoned structure, in a place accessible to children, any abandoned, unattended, or discarded icebox, refrigerator, or other container which has an air tight door or lid with a snap lock or other

locking device which cannot be released from the inside; except that it shall not be a nuisance under the subsection if the door is first removed from the device.

- (17) **Littering.** To allow, suffer, permit, or cause to be dropped, thrown, discarded, placed, or deposited on any public way or public place, or on any private property when public property may be affected thereby, any paper, glass, plastic, wood, metal, solid or liquid vegetable or animal compound, rubbish, garbage, waste, effluent, junk, debris, litter, solid, or any combination thereof, except in a refuse receptacle or landfill site of the City.
- (18) **Construction and heavy equipment noise.** To allow, suffer, permit or cause to be operated, or otherwise engaged vehicles licensed by the State of Illinois or another state as a second division truck exceeding gross vehicle weight of thirty thousand (30,000) pounds or unlicensed motor vehicles used in the construction industry and commonly referred to as heavy construction equipment (such equipment to include but not to be limited to road graders, back hoes, steam rollers and crane) for the purpose of making commercial deliveries or engaging in building construction, other construction, or making commercial pickups, such as refuse collections, at any location within five hundred (500) feet of a residential use, prior to 6:00 a.m. on any day and after 9:00 p.m. on any day; however, this prohibition shall not apply in cases where a repair is immediately required for the protection of life or property. Nothing herein is intended to prohibit mere travel of legally authorized vehicles upon the streets of the City.
- (19) **Graffiti.**
- a. Graffiti shall be defined as any sign, symbol, marking, drawing, name, initial, word, diagram, sketch, picture or letter placed upon the real or personal property of an owner without the owner's express, written permission; provided, however, it shall not be a defense that the owner/occupant has given permission where this graffiti tends to incite violence.
 - b. It shall be unlawful for any person to place graffiti upon the real or personal, public or private, property of another.
 - c. It shall be unlawful for the owner and/or occupant of fixed real or personal property located within the public view to place or give permission to place graffiti, as otherwise defined in subsection a., on said real or personal property if the graffiti tends to incite violence by referring to gang or criminal activity, depicts or expresses obscenity as defined in Chapter 22, Sec. 22-7200, of the Moline Code of Ordinances or contains defamatory material about a public or private person, except as otherwise allowed by law.
 - d. It shall be unlawful for any person to possess, while in any public building or facility, or while on private property, any of the following materials with the intent to use such material(s) to violate subsection b. and/or c. above: spray paint containers, paint, ink, marking pens containing non-water soluble fluid, brushes, applicators or other materials for marking, scratching or etching.
 - e. Upon being notified, in writing, by the City of Moline, the property owner upon which graffiti has been illegally placed shall remove the graffiti within fifteen (15) days of the date of notice. By written request, this time period may be waived due to weather conditions by the chief of police or designee thereof. The property owner may also request assistance, in writing, for the graffiti removal based on the owner's inability to perform removal. Failure to remove the graffiti within the specified time shall cause the summary abatement of this nuisance as prescribed in this chapter and costs shall be assessed to the owner. The penalty upon conviction for the offense of failure to remove graffiti shall be a fine of not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00) for each offense and each day such failure shall continue shall be considered a separate offense and fines shall be assessed accordingly.
 - f. Penalty for violating subsection b. shall be a fine of not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00). The offender may also be ordered by the Court, in addition to fines, to pay restitution to the property owner for the costs of restoring the property to its condition before the graffiti was applied.
 - g. Penalty for violating subsection c. shall consist of a fine of not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00) for each offense and a

separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

- h. Penalty for violating subsection d. shall be a fine of not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00.).
- i. Public service work including, but not limited to, cleaning graffiti at locations within the City of Moline may be required by the court for persons convicted of violating subsections b., c., or d., in addition to or in lieu of fines or penalties described in subsections f., g., and h.
(Ord. No. 95-2-2, §21-1100 amended by enacting new subsection (19); 02/14/95; Ord. No. 98-10-1; §21-1100 (19) repealed; new §21-1100 (19) enacted; 10/06/98)

(20) **Barbed wire.** To construct, create, allow, maintain or permit within the City a fence or barrier, consisting of or made of barbed wire, or of which barbed wire is a part, unless the barbed wire commences at least eight feet above the ground.

(21) **Abandoned or Inoperable Vehicles.**

- a. To allow, cause or permit an abandoned or inoperable vehicle as defined in Section 20-7400 to be present and open to the view of the public.
- b. Penalty. Any person violating Section 21-1100(21) shall be subject to a mandatory fine of not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs. (Ord. No. 3008-2004; new subsection 21 enacted; 02/03/04)

SEC. 21-1101. NUISANCES CONSTITUTE VIOLATION.

It shall be unlawful for any person to create or maintain or permit the creation or maintenance of a nuisance as above defined upon property under such person's control. A person who violates this section shall be guilty of violation of this Code and such violation shall be punished as set forth within each subsection unless no punishment is set forth in said subsection, in which case the violation will be punished as set forth in Chapter 1, Sec.1-1107 of this Code. Nothing herein shall be construed to limit injunctive or other equitable relief.
(Ord. No. 95-2-2; §21-1101 repealed in its entirety; new section enacted, 02/14/95)

SEC. 21-1102. STANDING TO COMPLAIN.

The following shall have standing to complain of any condition declared to be a nuisance by this chapter:

- (1) The City;
- (2) Any person whose interest, rights or property are particularly adversely affected by the nuisance.

SEC. 21-1103. ABATEMENT PROCEEDINGS IN GENERAL.

Any person having standing to complain of a nuisance under this chapter, or the head of any City department having cognizance of a nuisance, shall report the fact of the nuisance and the details surrounding it to the city attorney who shall, if it is justified under the circumstances, institute abatement proceedings in accordance with the laws of the state.

SEC. 21-1104. EMERGENCY ABATEMENT OF CERTAIN NUISANCES.

When a nuisance as defined by this chapter exists and the nuisance causes or threatens imminent danger or great peril to persons or property, the nuisance may be immediately abated by the City, by using the following procedure:

- (1) The city administrator shall find that the nuisance exists, and that the nuisance causes or threatens imminent danger or great peril to persons or property, and that an emergency exists.
(Ord. No. 92-6-1; §21-1104(1) repealed; new subsection (1) enacted; 06/02/92)

- (2) A copy of the city administrator's findings made under subsection (1) shall be placed on file in the office of the city clerk. (Ord. No. 92-6-1; §21-1104(2) repealed; new subsection (2) enacted; 06/02/92)
- (3) The city clerk shall immediately issue a notice directed to the owner or occupant of the premises on which the nuisance exists, directing the owner or occupant to immediately abate the nuisance.
- (4) The notice issued pursuant to subsection (3) shall be served upon the owner or occupant of the premises upon which the nuisance exists. The notice may be served by any officer or employee of the City. In the event that the owner or occupant of the premises is not to be found, the notice may be posted on the premises on which the nuisance exists.
- (5) Upon being served with a notice to abate a nuisance as provided in subsection (4), the owner or occupant of the premises on which the nuisance is located shall immediately abate the nuisance. The failure of the owner or occupant to immediately abate the nuisance upon service or posting of the notice shall be a violation of this Code and shall be punished as provided in Sec. 1-1107 of this Code.
- (6) In the event that the owner or occupant of a premises on which a nuisance is ordered to be abated under this section does not immediately abate the nuisance, the appropriate City department shall immediately abate the nuisance. The cost of the abatement by the City shall be assessed against the property on which the nuisance existed, and shall be collected as other special assessments.

ARTICLE II. CHRONIC NUISANCE PROPERTY AND AGGRAVATED CHRONIC NUISANCE PROPERTY

SEC. 21-2101. VIOLATION OF THIS ARTICLE.

- (a) Any certain property within the City of Moline which becomes a chronic nuisance property or an aggravated chronic nuisance property is in violation of this article and is subject to its remedies.
- (b) Any owner or person in charge who permits property under his or her ownership or control to be a chronic nuisance property or an aggravated chronic nuisance property shall be in violation of this article and subject to its remedies.

SEC. 21-2102. DEFINITIONS.

- (a) **Chronic nuisance property.** Property upon which three (3) or more of the criminal or other offenses listed below have occurred during any 365-day period, as a result of any three (3) separate and distinct events.
 - (1) First degree murder as defined in 720 ILCS 5/9-1;
 - (2) Any kidnapping offense as defined in 720 ILCS 5/10-1 et seq.;
 - (3) Criminal Housing Management as defined in 720 ILCS 5/12-5.1;
 - (4) Possession of explosives or incendiary devices as defined in 720 ILCS 5/20-2;
 - (5) Any offense involving deadly weapons as defined in 720 ILCS 5/24 et seq.;
 - (6) Mob action as defined in 720 ILCS 5/25-1;
 - (7) Possession, manufacture or delivery of controlled substances as defined in 720 ILCS 570/401 et seq.;

- (8) Sexual abuse or related offenses as defined in 720 ILCS 5/12-15 et seq.;
 - (9) Possession, cultivation, manufacture or delivery of cannabis as defined in 720 ILCS 550/1 et seq. or Section 22-1106 of the Moline Code of Ordinances;
 - (10) Sale, delivery or possession of drug paraphernalia, as defined in 720 ILCS 600/3 or Section 22-1201, 22-1202, and 22-1203 of the Moline Code of Ordinances;
 - (11) Disorderly conduct as defined in 720 ILCS 5/26-1 or Section 22-2100 of the Moline Code of Ordinances;
 - (12) Gambling as defined in 720 ILCS 5/28-1;
 - (13) Assault or battery or any related offense as defined in 720 ILCS 5/12-1 et seq. or Section 22-2101 or Section 22-2102 of the Moline Code of Ordinances;
 - (14) Public indecency as defined in 720 ILCS 5/11-9;
 - (15) Prostitution as defined in 720 ILCS 5/11-14 et seq.;
 - (16) Criminal damage to property as defined in 720 ILCS 5/21 et seq. or Section 22-3100 of the Moline Code of Ordinances;
 - (17) Illegal consumption or possession of alcohol as defined in 235 ILCS 5/1-1 et seq. or Section 4-5102 or Section 4-5104 of the Moline Code of Ordinances;
 - (18) An order imposing a fine or other sanction for violation of Chapter 8 of the Moline Code of Ordinances, which order is issued by the administrative hearing officer pursuant to Sections 2-6100 through 2-6117 of the Moline Code of Ordinances or by a Court;
 - (19) A violation of Chapter 32 of the Moline Code of Ordinances, which violation is not remedied within the time allotted after service of a notice to abate or correct as provided in Chapter 32;
 - (20) Violation of the City nuisance ordinance, Sections 21-1100 and 21-1101, of the Moline Code of Ordinances;
 - (21) Violation of the City of Moline's Liquor Ordinance as set forth in Chapter 4 of the Moline Code of Ordinances or violation of the State of Illinois Statute controlling or regulating the sale or use of alcoholic beverages.
- (b) **Aggravated chronic nuisance property.** Property upon which two (2) or more of the criminal offenses listed below have occurred during any 365-day period, as a result of any two (2) separate and distinct events.
- (1) First degree murder as defined in 720 ILCS 5/9-1;
 - (2) Any kidnapping offense as defined in 720 ILCS 5/10-1 et seq.;
 - (3) Criminal Housing Management as defined in 720 ILCS 5/12-5.1;
 - (4) Possession of explosives or incendiary devices as defined in 720 ILCS 5/20-2;
 - (5) Any offense involving deadly weapons as defined in 720 ILCS 5/24 et seq.;
 - (6) Mob action as defined in 720 ILCS 5/25-1 (a)(1), (d), (e);

- (7) Possession, manufacture or delivery of controlled substances as defined in 720 ILCS 570/401 et seq.;
 - (8) Sexual abuse or related offenses as defined in 720 ILCS 5/12-15 et seq.;
 - (9) Possession, cultivation, manufacture or delivery of cannabis as defined in 720 ILCS 550/1 et seq. and Section 22-1106 of the Moline Code of Ordinances;
 - (10) Sale, delivery or possession of drug paraphernalia, as defined in 720 ILCS 600/3 and Section 22-1201, 22-1202, and 22-1203 of the Moline Code of Ordinances.
- (c) **Control.** The ability to regulate, restrain, dominate, counteract or govern conduct that occurs on that property.
- (d) **Court.** A court of competent jurisdiction in the State of Illinois or the City's system of administrative adjudication, commonly known as the Municipal Code Enforcement System ("MUNICES").
- (e) **Owner.** Any person, partnership, land trust, or corporation having any legal or equitable interest in the property. Owner includes, but is not limited to:
- (1) A mortgagee in possession in whom is vested (a) all or part of the legal title to the property; or (b) all or part of the beneficial ownership and the right to the present use and enjoyment of the premises; or
 - (2) An occupant who can control what occurs on the property; or
 - (3) Any person acting as an agent of an owner.
- (f) **Permit.** To suffer, allow, consent to, acquiesce by failure to prevent, or expressly assent or agree to the doing of an act.
- (g) **Person.** Any natural person, association, partnership, corporation or other entity capable of owning or using property in the City of Moline.
- (h) **Person in charge.** Any person in actual or constructive possession of a property, including but not limited to an owner, occupant of property under his or her domain, ownership or control.
- (i) **Property.** Any real property, including that which is affixed, incidental or pertinent to land, including but not limited to any premises, room, house, building or structure or any separate part or portion thereof, whether permitted or not.

SEC. 21-2103. REMEDIES.

- (a) In the event the court determines the property to be a chronic nuisance property or an aggravated chronic nuisance property, the court may order that the property be closed and secured against all use and occupancy for a period of not less than thirty (30) days, but not more than one hundred eighty (180) days, or may employ any other remedy deemed by it to be appropriate to abate the nuisance.
- (b) In addition to Sec. 21-2103(a) above, the court may impose upon the owner a civil penalty in accordance with Sec. 1-1107 of the Moline Code of Ordinances for each day the owner had actual knowledge that the property was a chronic nuisance property or an aggravated chronic nuisance property and permitted the property to remain a chronic nuisance property or an aggravated chronic nuisance property.
- (c) In determining what remedy or remedies shall be employed, the court may consider evidence of other conduct which has occurred on the property, including, but not limited to:
- (1) The actions or lack of action taken by the owner to mitigate or correct the problem at the property;

- (2) Whether the problem at the property was repeated or continuous;
- (3) The magnitude or gravity of the problem;
- (4) The cooperation of the person in charge with the City;
- (5) The cost to the City to investigate and correct or attempt to correct the condition;
- (6) The disturbance of neighbors;
- (7) The recurrence of loud and obnoxious noises; and/or
- (8) Repeated consumption of alcohol in public.

(d) The court may authorize the City of Moline to physically secure the property against use or occupancy in the event the owner fails to do so within the time specified by the court or to take other steps necessary to abate a chronic nuisance or an aggravated chronic nuisance.

(e) In the event that the City is authorized to secure the property or otherwise abate a chronic nuisance or an aggravated chronic nuisance, all costs reasonably incurred by the City to effect a closure or abate the nuisance shall be assessed against the owner.

(f) In the court's discretion, a tenant may be entitled to his or her reasonable relocation costs from the owner, as those costs are determined by the court if, without actual notice, the tenant moved into the property, after the owner received notice as described herein of the neighborhood improvement officer's determination as described below.

(g) The City, in addition to any other remedies set forth herein, may, at its discretion, charge an owner of a chronic public nuisance or an aggravated chronic public nuisance with a violation of this article which may be processed and prosecuted as an ordinance violation. Any person violating Section 21-2101 shall be subject to a mandatory fine of not less than two hundred fifty dollars (\$250.00) plus court costs.

(h) In addition to other remedies available, the court may order the owner or person in control of the nuisance property to post a reasonable bond to assure future compliance with the statutes of the State of Illinois and the ordinances of the City of Moline for a reasonable period of time, not to exceed one (1) year.

SEC. 21-2104. NOTIFICATION OF PROCEDURE.

(a) When the neighborhood improvement officer receives three (3) or more police or inspection reports documenting the occurrence of nuisance activity, as defined by Section 21-2102(a) of this chapter, or two or more police or inspection reports documenting the occurrence of nuisance activity, as defined by Section 21-2102(b) of this chapter, on or within a property, the neighborhood improvement officer shall independently review such reports to determine whether they describe acts set forth in Section 21-2102(a) or (b) of this chapter. Upon such findings, the neighborhood improvement officer shall notify the owner or person in control in writing that the property has been determined to be a chronic nuisance or an aggravated chronic nuisance property. The notice shall contain the following information:

- (1) The street address or legal description sufficient for identification of the property;
- (2) A statement that the neighborhood improvement officer has determined the property to be a chronic nuisance property or aggravated chronic nuisance property with a concise description of the nuisance activities leading to his/her findings;
- (3) Demand that the owner respond within ten (10) days to the neighborhood improvement officer and propose a course of action that the neighborhood improvement officer agrees will abate the nuisance activities giving rise to the violation;

- (4) Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the owner at the address of the property believed to be a chronic nuisance property, or such other place which is likely to give the person in charge notice of the determination by the neighborhood improvement officer;
- (5) A copy of the notice shall be served on the owner at such address as shown on the tax rolls of the county in which the property is located, and/or the occupant, at the address of the property, if these persons are different than the owner, and shall be made either personally or by first class mail, postage prepaid;
- (6) A copy of the notice shall also be posted at the property after ten (10) days has elapsed from the service or mailing of the notice to the owner and the owner has not contacted the neighborhood improvement officer.

Nothing herein shall prohibit the neighborhood improvement officer from sending a warning letter that a property is in danger of becoming a chronic nuisance or an aggravated chronic nuisance property after receiving one or more police or inspection reports documenting the occurrence of nuisance activity, as defined in Section 21-2102(a) and (b) of this chapter. Such warning is not required.

(b) The failure of any person to receive notice that the property may be a chronic nuisance property or aggravated chronic nuisance property shall not invalidate or otherwise affect the proceedings under this article.

(c) If after the notification, but prior to the commencement of legal proceedings by the City pursuant to this article, an owner stipulates with the neighborhood improvement officer that the owner will pursue a course of action the parties agree will abate the nuisance activities giving rise to the violation, the neighborhood improvement officer may agree to postpone legal proceedings for not less than ten (10) days nor more than thirty (30) days. If the agreed course of action does not result in the abatement of the nuisance activity or if no agreement concerning abatement is reached within thirty (30) days, the City of Moline shall commence a legal proceeding to abate the nuisance.

SEC. 21-2105. COMMENCEMENT OF ACTION, BURDEN OF PROOF.

(a) The City of Moline may commence an action to abate a chronic nuisance or an aggravated chronic nuisance as described in Section 21-2102(a) and (b).

(b) In an action seeking abatement of a chronic nuisance property or aggravated chronic nuisance property, the City shall have the initial burden of showing by preponderance of the evidence that the property is a chronic nuisance property or an aggravated chronic nuisance property.

(c) It is a defense to an action seeking the closure of chronic nuisance property or an aggravated chronic nuisance property that the owner or person in control of the property at the time in question could not, in the exercise of reasonable care or diligence, determine that the property had become a chronic nuisance property or an aggravated chronic nuisance property, or could not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the findings that the property is a chronic nuisance property or an aggravated chronic nuisance property.

SEC. 21-2106. EMERGENCY CLOSING PROCEDURES.

(a) In the event that it is determined that the property is an immediate threat to the public safety and welfare, the City may apply to the court for such interim relief, as is deemed by the city attorney to be appropriate. In such an event, the notification provision set forth in Section 21-2104 above need not be complied with; however, the City shall make a diligent effort to notify the person in charge prior to a court hearing. In the alternative, the City may proceed under Section 21-1104 for emergency abatement.

(b) In the event that the court finds the property constitutes a chronic nuisance property or an aggravated chronic nuisance property and finds that the property is an immediate threat to the public safety and welfare, the court may order the remedies set forth in Section 21-2103 of this chapter.

SEC. 21-2107. SEVERABILITY.

If any provision of this article or its application, or any person or circumstances held to be invalid for any reason, the remainder of said application of its provisions to the other persons or circumstances shall not be in any way affected.”

Section 2 – 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