



MOLINE CITY COUNCIL AGENDA

Tuesday, January 10, 2012

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of January 3, 2012.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3001-2012

An Ordinance amending Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 16 thereof, "ONE-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," by removing Thirteenth Street, on both sides, from Fourth Avenue to Fifth Avenue.

EXPLANATION: Downtown parking committee reviewed and recommends removing one-hour parking at this location and increasing it to two-hour parking.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/General Ordinance 3002-2012

An Ordinance amending Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 18 thereof, "TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," by including the streets identified in Section 1.

EXPLANATION: A Parking Committee was formed in order to examine downtown parking issues and recommends including the streets identified in Section 1.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

3. Council Bill/Resolution 1111-2012

A Resolution amending Resolution 1139-2009 authorizing the Mayor and City Clerk to Execute a Licensing Agreement with Western Illinois University – Quad Cities to install and maintain light pole banners and brackets in the 2900 block through the 3300 block of River Drive and the 100-200 block of 34th Street, Moline, Illinois, said banners and brackets to be located on public right-of-way and City Property. The revised resolution amends the location of the banners to the area adjacent to the new Western Illinois University-Quad Cities Riverfront Campus Development.

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

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1112-2012

A Resolution declaring the following equipment as surplus property: MPH Industries Speed Monitor Trailer, Model TRL990523, Serial TRL523000570.

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

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1113-2012

A Resolution approving the expenditure of repairs to Phase I HVAC Central Fire Station Repairs in the amount of \$65,111.02.

EXPLANATION: Council approved at the October 11, 2011, Committee-of-the-Whole meeting to begin Phase I HVAC Central Fire Station Repairs to be paid out of contingency funds not to exceed \$69,500.00. Said repairs totaled \$65,111.02 and were necessary to prepare the building for winter operations and allow the City to continue to house the 24/7 operation of firefighters and complete the renovations for the move of the Finance Department into the building.

FISCAL IMPACT: \$65,111.02, #010-0841-432.04-28, contingency funds.

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1114-2012

A Resolution approving the final plat of J & D Carlyle Subdivision (John & Donna Carlyle, 5430 30th Avenue).

EXPLANATION: The attached plat will split this parcel into two lots and create a new, buildable 0.6-acre single-family home lot. Access and utility connections will be via easement from 30th Avenue.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by owner

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

OMNIBUS VOTE

ITEMS NOT ON CONSENT

RESOLUTIONS

7. Council Bill/Resolution 1115-2012

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.

1115-2012		
Council Member	Aye	Nay
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Mayor Welvaert		

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

FISCAL IMPACT: Increased Property Taxes, Sales Taxes and Utility Taxes

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Resolution 1116-2012

A Resolution authorizing the Mayor and City Clerk to execute a Pre-funding Agreement between the City of Moline, Illinois and Genesis Health Systems and Frauenshuh HealthCare Real Estate Solutions of Minneapolis, Minnesota concerning the proposed redevelopment project area and redevelopment project located west of 41st Street south of 26th Avenue and east of 36th Street (Genesis Medical Park).

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

1116-2012		
Council Member	Aye	Nay
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Mayor Welvaert		

FISCAL IMPACT: The Developer will provide \$40,000

PUBLIC NOTICE/RECORDING: N/A

9. Council Bill/Resolution 1117-2012

A Resolution authorizing the Mayor and City Clerk to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) for consulting services in an amount not to exceed \$33,000 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as 41 Street south of 26th Avenue and east of 36th Street (Genesis Medical Park).

EXPLANATION: Genesis Health Systems and Frauenshuh Health Care Real Estate Solutions, LLC are proposing to construct Genesis Health Park on property currently owned by Genesis Health Systems. The Health Park will consist of a multi-use development including medical office, retail and recreation/health related uses on property that was formerly used as a landfill and has been coal mined. The intended use of Tax Increment Financing (TIF) would be to assist with the cost of public infrastructure. The Technical Services Agreement will provide the necessary services to complete the process to create a Tax Increment Financing District for the subject area, which will allow the City to enter into a Performance Based Development Agreement with Genesis Health Systems and Frauenshuh Health Care Real Estate Solutions to rebate a portion of the increased property taxes to reimburse costs to install the public improvements.

1117-2012		
Council Member	Aye	Nay
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Mayor Welvaert		

FISCAL IMPACT: \$33,000 which will be funded by the Developers

PUBLIC NOTICE/RECORDING: N/A

FIRST READING ORDINANCES

10. Council Bill/General Ordinance 3003-2012

An Ordinance amending Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances; Article III, Division 4, “LAND USE REGULATIONS, Table 35-3401.1, “Permitted Land Uses,” and Section 35-3415, “ACCESSORY TRANSPORTATION AND UTILITY LAND USES.”

EXPLANATION: This amendment to the Zoning Code will create standards for the development and placement of solar and wind energy systems.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

11. Council Bill/Special Ordinance 4001-2012

A Special Ordinance authorizing the Mayor and City Clerk to award certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2012 and authorizing the Mayor and City Clerk to execute the necessary contract documents.

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

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

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

City Council and Committee Meetings Schedule

January 9 – 13, 2012

(dates and times are subject to change with notification)

COMMITTEE	DAY	DATE	TIME	LOCATION
Historic Preservation Advisory Commission	Monday	January 9	4:00 p.m.	Washington Square Apartments 316 – 17 th Street then Willis of Illinois Conference Room 1800 River Drive
Fire & Police Commissioners	Tuesday	January 10	Cancelled	Cancelled
Library Board – Art Committee	Tuesday	January 10	12:00 p.m.	Moline Public Library Platinum Room 3210-41 st Street
Committee-of-the-Whole with City Council immediately following	Tuesday	January 10	6:30 p.m.	City Hall Council Chambers-2 nd Floor 619-16 th Street
Park Board – Marketing Committee	Wednesday	January 11	9:00 a.m.	Public Works Building Conference Room 3635-4 th Avenue
Project Management Team	Wednesday	January 11	1:30 p.m.	Renew Moline Conference Room 1506-River Drive
Plan Commission	Wednesday	January 11	Cancelled	Cancelled
Library Board	Thursday	January 12	12:00 p.m.	Moline Public Library Platinum Room 3210-41 st Street
Keep Moline Beautiful Commission	Thursday	January 12	4:30 p.m.	Public Works Building Large Conference Room 3635-4 th Avenue

The next regularly scheduled City Council meeting will be January 17, 2012.

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

Council Bill/General Ordinance No.: 3001-2012
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 16 thereof, "ONE-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," by removing Thirteenth Street, on both sides, from Fourth Avenue to Fifth Avenue.

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

That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 16 thereof, "ONE-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," is hereby amended by removing Thirteenth Street, on both sides, from Fourth Avenue to Fifth Avenue.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/General Ordinance No.: 3002-2012
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 18 thereof, "TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," by including the streets identified in Section 1 below:

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 18 thereof, "TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," is hereby amended to include the following streets where it shall be unlawful for any person to park a vehicle for a longer period than two (2) hours between the hours of 8:00 a.m. and 5:00 p.m., Saturdays, Sundays and legal holidays excepted, in a nonmetered parking space on the following streets and portions of streets:

Fifth Avenue, on both sides, from Twelfth Street to Fourteenth Street;
Thirteenth Street, on both sides, from Fourth to Fifth Avenue; and
Thirteenth Street, on both sides, from Fifth to Sixth Avenue.

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. 1111-2012

Sponsor: _____

A RESOLUTION

AMENDING Resolution 1139-2009 authorizing the Mayor and City Clerk to execute a Licensing Agreement with Western Illinois University – Quad Cities to install and maintain light pole banners and brackets in the 2900 block through the 3300 block of River Drive and the 100 -200 block of 34th Street, Moline, Illinois, said banners and brackets to be located on public right-of-way and City property.

WHEREAS, Western Illinois University – Quad Cities wishes to install and maintain light pole banners and brackets in the 2900 block through the 3300 block of River Drive and the 100 -200 block of 34th Street, Moline, Illinois, said street scaping to be located on public right-of-way and City property; and

WHEREAS, the installation and maintenance of light pole banners and brackets on public right-of-way and City property should not pose any hazards to motorists or pedestrians.

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 amend, on behalf of the City of Moline, a Licensing Agreement with Western Illinois University – Quad Cities to install and maintain light pole banners and brackets in the 2900 block through the 3300 block of River Drive and the 100 -200 block of 34th Street, Moline, Illinois, said light pole banners and brackets to be located on public right-of-way and City property; provided said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A,” and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 10, 2012

Date

Passed: January 10, 2012

Approved: January 17, 2012

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

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

LICENSING AGREEMENT

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

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

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

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

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

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

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

FEE: The annual usage charge is \$30.00

CONDITIONS:

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

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

LICENSEE shall be the primary insured.

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

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

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

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

LICENSEE:

CITY OF MOLINE, ILLINOIS

Board of Trustees of Western
Illinois University

By: _____

By: _____
Donald P. Welvaert, Mayor

Date: _____

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

Council Bill/Resolution No. 1112-2012

Sponsor: _____

A RESOLUTION

DECLARING the following equipment as surplus property: MPH Industries Speed Monitor Trailer, Model TRL990523, Serial TRL523000570

WHEREAS, the above-listed speed monitor trailer was acquired by the police department in 2001 with federal law enforcement block grant funds and is no longer being used; and

WHEREAS, this Council finds and declares that the aforesaid speed monitor trailer is surplus property and not necessary or useful to or in the best interest of the City; and

WHEREAS, Sections 2-2234 and 2-2235 of the Moline Code of Ordinances authorize the sale of municipal property and said sections require that the City Council direct the Finance Director to dispose of such property.

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

That this Council finds and declares that the MPH Industries Speed Monitor Trailer is surplus property and authorizes the Finance Director to dispose of said property.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the disposal of said speed monitor trailer through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

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

Council Bill/Resolution No.: 1113-2012

Sponsor: _____

A RESOLUTION

APPROVING the expenditure of repairs to Phase I HVAC Central Fire Station repairs in the amount of \$65,111.02.

WHEREAS, Council approved at the October 11, 2011, Committee-of-the-Whole meeting to begin Phase I HVAC Central Fire Station repairs; and

WHEREAS, Council approved an amount not to exceed \$69,500.00 to be paid out of contingency funds and actual cost of said repairs totaled \$65,111.02; and

WHEREAS, said repairs were necessary to prepare the building for winter operations and allow the City to continue to house the 24/7 operation of firefighters and complete the renovations for the move of the Finance Department into the building.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of the expenditure of repairs to Phase I HVAC Central Fire Station repairs in the amount of \$65,111.02.

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

Agreement from...



Total Maintenance Inc.,
1017 State Street
Bettendorf, IA 52722
(563)355-5400 (800)593-2725
(fax)355-7221

For:	City of Moline EOC 1630 8 th Avenue Moline, IL 61262	Ph. #	(309)524-2401
Contact:	Doug House	Job #	
Re:	EOC Chiller and Boiler Control Operation Panel	Date:	11/30/2011

The new operating HONEYWELL boiler and chiller operating control panel at the EOC. To automate the pumps from being manual turn on and off during switch over. We propose to tie in the existing chill water pumps and hot water pumps with the new boiler and chiller control system will be \$4,846.00

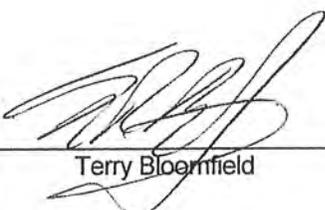
All parts, labor, and accessories furnished by Total Maintenance, Inc. shall carry a full one (1) year warranty from date of completion. After the installation warranty these controls will be covered under our current Maintenance agreement.
All sales, use, or other State or Municipal taxes are included in this agreement.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of **\$4,846.00**

Payment to be made upon completion of work.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered under Workman's Compensation Insurance.

Authorized
Signature


Terry Bloomfield

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
AUTHORIZATION OF WORK: I represent that I am either the owner of the property or the owner's agent and have the authority to order said work. A service charge of 1 1/2% per month (18% per annum) will be charged on all balances 30 days or more past due. In the event of an action to collect the balance due on this invoice the undersigned agrees to pay attorneys fees, expenses and court costs.

Authorization:



Date of Acceptance:

11-30-11

INVOICE
INVOICE

ANY CHARGES OR PAYMENTS RECEIVED AFTER
THE DATE BELOW WILL APPEAR ON YOUR NEXT STATEMENT



1017 State Street
Bettendorf, IA 52722
IA 563-355-8686
IL 309-799-8018
Fax: 563-355-7221

INVOICE #: J13853
INV DATE : 11/29/11
JOB #: 11-0432 C
REQ #: 1

BILL TO:

JOB SITE:

MOLINE PUBLIC WORKS
3635 4TH AVE
MOLINE IL 61265

MOLINE FIRE STATION #1 EOC
1630 8TH AVE
MOLINE IL 61265

Amount Paid:

ANY CHANGE IN THE ABOVE ADDRESS
SHOULD BE REPORTED TO OUR OFFICE

G.C. JOB:
G.C. PO#:

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LABOR 168.5 HOURS @ 88.00 = 14,828.00
MISC MATERIALS 968.75

MOLINE FIRESTATION #1 EOC
REPAIR FAN COILS UNITS SEE ATTACH LIST

CONTRACT AMOUNT:	20000.00
78.9838 % BILLED COMPLETE (INCLUDING THIS INVOICE)	15796.75
	.00
PREVIOUSLY INVOICED	.00
SUB-TOTAL	15796.75

TOTAL DUE THIS INVOICE 15796.75



1017 State Street • Bettendorf, IA 52722
IA 563-355-8686 • IL 309-799-8018
Fax: 563-355-7221
www.tmiservices.net
Heating • Air Conditioning • Plumbing • Appliance

WE ACCEPT
Please see back of form

Unpaid invoices over 30 days are subject to
1.50% - 18.00% annual service charge or
maximum state limitations

REORDER# 999104

INVOICE

INVOICE

ANY CHARGES OR PAYMENTS RECEIVED AFTER THE DATE BELOW WILL APPEAR ON YOUR NEXT STATEMENT



1017 State Street
Bettendorf, IA 52722
IA 563-355-8686
IL 309-799-8018
Fax: 563-355-7221

INVOICE #: J13864
INV DATE: 12/09/11
JOB #: 11-0432 C
REQ #: 2

BILL TO: _____ JOB SITE: _____

MOLINE PUBLIC WORKS
3635 4TH AVE
MOLINE IL 61265

MOLINE FIRE STATION #1 EOC
1630 8TH AVE
MOLINE IL 61265

Amount Paid:

ANY CHANGE IN THE ABOVE ADDRESS SHOULD BE REPORTED TO OUR OFFICE

G.C. JOB:
G.C. PO#:

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

R.W.

FINAL BILLING

REPLACE ZONE VALVES, FAN MOTORS AND THERMOSTATS

CONTRACT AMOUNT:	20000.00
100.0000 % BILLED COMPLETE (INCLUDING THIS INVOICE)	20000.00
	.00
PREVIOUSLY INVOICED	15796.75

SUB-TOTAL	4203.25
TOTAL DUE THIS INVOICE	4203.25

*paid via
P-card
12-12-11*



1017 State Street • Bettendorf, IA 52722
IA 563-355-8686 • IL 309-799-8018
Fax: 563-355-7221
www.tmiservices.net
Heating • Air Conditioning • Plumbing • Appliance



Unpaid invoices over 30 days are subject to 1.50% - 18.00% annual service charge or maximum state limitations.



QUAD CITIES
737 CHARLOTTE ST.
DAVENPORT, IA 52803
PHONE 563-322-6204
TOLL FREE 800-397-6204
FAX 563-326-0550
WEB

DUBUQUE
3195 HUGHES COURT
DUBUQUE, IA 52003
PHONE 563-588-1856
TOLL FREE 866-648-9977
FAX 563-588-1948
http://www.RepublicCo.com

CEDAR RAPIDS
260 33rd AVE SW SUITE F
CEDAR RAPIDS, IA 52404
PHONE 319-730-2RED(2733)
TOLL FREE 877-70-GO-RED(46-733)
FAX 319-364-2316

ORIGINAL INVOICE

PLEASE REMIT TO:
P.O. BOX 3807
DAVENPORT, IA 52808

S
O
L
D
T
O
CITY OF MOLINE
1616 - 6TH AVE.
MOLINE, IL 61265

*B+G
06-30*

S
H
I
P
T
O
MOLINE EMERGENCY CENTER
MOLINE, IL 61265

INVOICE DATE	DUE DATE	PAGE NO.
11/22/11	12/22/11	1

CUSTOMER NUMBER	CUSTOMER ORDER NO.	SALESMAN	TERMS: NET
634	RICH WESTMORELAND	JS	MUST BE PAID BY DUE DATE.
INVOICE NO.	SHIP VIA	DATE SHIPPED	ORDER DATE
995390-00	WILL CALL	11/22/11	11/15/11

A late payment penalty of 1.5% will be charged on accounts allowed to become past due.

QUANTITY		DESCRIPTION	PRICE	UNIT	AMOUNT
SHIPPED	BACK ORDERED				
16	0	IBS VB7211032 1/2" UNION ANGLE BODY 1.3CV	83.78	ea	1340.48
12	0	IBS AV7400 VALVE LINKAGE	17.45	ea	209.40
12	0	IBS MK2690 PneumAct 30#Max 1/2"-2" valve	57.50	ea	690.00
4	0	IBS VB7211035 3/4" UNION ANGLE BODY 5.5CV	114.86	ea	459.44
1	0	FRT FREIGHT CHARGES FROM FACTORY	300.00	ea	300.00

Last Page

NO RETURN CAN BE MADE ON ITEMS HELD FOR MORE THAN 60 DAYS.
ALL CLAIMS AND RETURN GOODS MUST BE ACCOMPANIED BY THIS INVOICE.

John Robert
Title Rep 2011 11/17/11 11:18:26

No credit will be allowed for goods returned without prior consent. 15% Restocking on stock material.
Factory acceptance and terms will govern amount of credit on non-stock material.
REPUBLIC does not manufacture the goods it sells and makes no express warranties thereon.
REPUBLIC disclaims all implied warranties including any implied warranty of merchantability or fitness for a particular use.

SUB TOTAL:	2999.32
SALES TAX:	0.00
TRANSPORTATION:	0.00
AMOUNT DUE	2999.32

INVOICE

INVOICE

ANY CHARGES OR PAYMENTS RECEIVED AFTER THE DATE BELOW WILL APPEAR ON YOUR NEXT STATEMENT



1017 State Street
Bettendorf, IA 52722
IA 563-355-8686
IL 309-799-8018
Fax: 563-355-7221

INVOICE #: J13846
INV DATE : 11/29/11
JOB #: 11-0417 C
REQ #: 1

BILL TO:

JOB SITE:

MOLINE PUBLIC WORKS
3635 4TH AVE
MOLINE IL 61265

MOLINE FIRE STATION #1 EOC
1630 8TH AVE
MOLINE IL 61265

Amount Paid:

ANY CHANGE IN THE ABOVE ADDRESS SHOULD BE REPORTED TO OUR OFFICE

G.C. JOB:
G.C. PO#:

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

REPLACE BOILER CONTROL PANEL

CONTRACT AMOUNT:	10829.00
100.0000 % BILLED COMPLETE (INCLUDING THIS INVOICE)	10829.00
	.00
PREVIOUSLY INVOICED	.00

SUB-TOTAL	10829.00

TOTAL DUE THIS INVOICE 10829.00



1017 State Street • Bettendorf, IA 52722
IA 563-355-8686 • IL 309-799-8018
Fax: 563-355-7221
www.tmiservices.net
Heating • Air Conditioning • Plumbing • Appliance

WE ACCEPT
Please see back of form

Unpaid invoices over 30 days are subject to 1.50% - 18.00% annual service charge or maximum state limitations.

REC'D 05/17/2016

INVOICE

ANY CHARGES OR PAYMENTS RECEIVED AFTER THE DATE BELOW WILL APPEAR ON YOUR NEXT STATEMENT



1017 State Street
Bettendorf, IA 52722
IA 563-355-8686
IL 309-799-8018
Fax: 563-355-7221

INVOICE #: J13890
INV DATE : 12/19/11
JOB #: 11-0513 C
REQ #: 1

BILL TO:

JOB SITE

MOLINE PUBLIC WORKS
3635 4TH AVE
MOLINE IL 61265

MOLINE FIRE STATION #1 EOC
1630 8TH AVE
MOLINE IL 61265

Amount Paid:

ANY CHANGE IN THE ABOVE ADDRESS SHOULD BE REPORTED TO OUR OFFICE

G.C. JOB:

G.C. PO#:

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

DECEMBER LABOR FOR CONTROLS

CONTRACT AMOUNT:

9000.00

100.0000 % BILLED COMPLETE (INCLUDING THIS INVOICE)

9000.00

.00

PREVIOUSLY INVOICED

.00

SUB-TOTAL

9000.00

TOTAL DUE THIS INVOICE

9000.00



1017 State Street • Bettendorf, IA 52722
IA 563-355-8686 • IL 309-799-8018
Fax: 563-355-7221

www.tmiservices.net
Heating * Air Conditioning * Plumbing * Appliance

WE ACCEPT



Please see back of form

Unpaid balances over 30 days are subject to 1.50% - 15.00% annual service charge or minimum state limitations

POS Receipts - 000000



QUAD CITIES
737 CHARLOTTE ST.
DAVENPORT, IA 52803
PHONE 563-322-6204
TOLL FREE 800-397-6204
FAX 563-326-0550
WEB http://www.RepublicCo.com

DUBUQUE
3195 HUGHES COURT
DUBUQUE, IA 52003
PHONE 563-588-1856
TOLL FREE 866-648-9977
FAX 563-588-1948

CEDAR RAPIDS
260 33rd AVE SW SUITE F
CEDAR RAPIDS, IA 52404
PHONE 319-730-2RED(2733)
TOLL FREE 877-70-GO-RED(46-733)
FAX 319-364-2316

QUOTE

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	10/19/11	990472-00
P.O. NO.		PAGE #
		1

CUST.# 3593
SHIP TO: TOTAL MAINTENANCE INC
1017 STATE ST
BETTENDORF, IA 52722

CORRESPONDENCE TO: Republic Companies
PO BOX 3807
Davenport, IA 528083807

BILL TO: TOTAL MAINTENANCE INC - L
1017 STATE ST
BETTENDORF, IA 52722

INSTRUCTIONS		TERMS
*** E.P.A. CERTIFIED ***		VARIOUS
SHIP POINT	SHIP VIA	SHIPPED
Republic Companies	GOLD EVERYDA	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	AUV1*** LUXAIRE *** ERIE ACT0316 TRANE 24V N/C ACTUATOR	15			each	104.31	1564.65
2	IBS VB7211032 1/2" UNION ANGLE BODY 1.3CV	11			each	83.78	921.58
3	IBS AV7400 VALVE LINKAGE	11			each	17.45	191.95
4	IBS MK2690 PneumAct 30#Max 1/2"-2" valve	11			each	57.50	632.50
5	IBS VB7213043 1/2" SUO 2.2CV BRONZE VALVE BODY	12			each	66.26	795.12
6	IBS AV7400 VALVE LINKAGE	12			each	17.45	209.40
7	IBS MK2690 PneumAct 30#Max 1/2"-2"	12			each	57.50	690.00
8	IBS TK1001 2 PIPE DA PNEU T-STAT 55-85F	18			each	112.79	2030.22
9	HON RP418A1107 120V 60HZ E-P RELAY,W/ JUNC BOX	5			each	35.39	176.95
10	ERIE VT2212 3/4" SWEAT VALVE BODY 2.5CV	15			each	33.41	501.15
11	FRT FREIGHT CHARGES FROM FACTORY	1			each	300.00	300.00
12	EXPIDITE EXPIDITE	1			each	2400.00	2400.00
12	Lines Total			124		Total Invoice Total	10413.52

*P-Card
Contact Dave Riese
322-6204*

Last Page

Last Page



QUAD CITIES
737 CHARLOTTE ST.
DAVENPORT, IA 52803
PHONE 563-322-6204
TOLL FREE 800-397-6204
FAX 563-326-0550
WEB

DUBUQUE
3195 HUGHES COURT
DUBUQUE, IA 52003
PHONE 563-588-1856
TOLL FREE 866-648-9977
FAX 563-588-1948
http://www.RepublicCo.com

CEDAR RAPIDS
260 33rd AVE SW SUITE F
CEDAR RAPIDS, IA 52404
PHONE 319-730-2RED(2733)
TOLL FREE 877-70-GO-RED(46-733)
FAX 319-364-2316

ORIGINAL INVOICE

PLEASE REMIT TO:
**P.O. BOX 3807
DAVENPORT, IA 52808**

S
O
L
D
T
O
CITY OF MOLINE
1616 - 6TH AVE.
MOLINE, IL 61265

Btd

S
H
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P
T
O
CITY OF MOLINE-TREATMENT PLANT
2800 - 48TH AVE.
SOUTH SLOPE TREATMENT PLANT
MOLINE, IL 61265

INVOICE DATE	DUE DATE	PAGE NO.
11/21/11	12/21/11	1

CUSTOMER NUMBER	CUSTOMER ORDER NO.	SALESMAN	TERMS: NET
634	<u>RICH WESTMORELAND</u>	JS	MUST BE PAID BY DUE DATE.
INVOICE NO.	SHIP VIA	DATE SHIPPED	ORDER DATE
993523-01	WILL CALL	11/21/11	11/04/11

A late payment penalty of 1.5% will be charged on accounts allowed to become past due.

QUANTITY		DESCRIPTION	PRICE	UNIT	AMOUNT
SHIPPED	BACK ORDERED				
1	0	ERIE VT3212 1/2" 3 WAY VALVE	45.46	ea	45.46

RECEIVED

NOV 30 2011

WPC DIVISION

3rd Party
NOV 20 2011 11:17:11 AM

Last Page

NO RETURN CAN BE MADE ON ITEMS HELD FOR MORE THAN 60 DAYS.
ALL CLAIMS AND RETURN GOODS MUST BE ACCOMPANIED BY THIS INVOICE.

No credit will be allowed for goods returned without prior consent. 15% Restocking on stock material.
Factory acceptance and terms will govern amount of credit on non-stock material.
REPUBLIC does not manufacture the goods it sells and makes no express warranties thereon.
REPUBLIC disclaims all implied warranties including any implied warranty of merchantability or fitness for a particular use.

SUB TOTAL:	45.46
SALES TAX:	0.00
TRANSPORTATION:	10.25
AMOUNT DUE	55.71

message



Rock Island Electric Motor Repair, Inc.

PO Box 6190,
211 31 Avenue
Rock Island, IL 61201
Phone: 309-788-9517 / Fax: 309-788-9558

Invoice

Invoice No.:	0094886
Invoice Date:	10/25/11
Page:	1

Sold To:	Customer Number: 000045 City of Moline Attn: Accounts Payable 619 16th St. Moline, IL 61265	Ship To:	Ship To Number: 000012 CITY OF MOLINE BUILDING & GROUNDS MOLINE, IL 61265
-----------------	--	-----------------	---

Order	Order Date	Sales Code	Ship Date	Ship Via	Terms
0060553	10/24/11	700	10/27/11	CPU	NET 30

Customer PO:	CREDIT CARD	PO Release:		Misc Number:	
---------------------	-------------	--------------------	--	---------------------	--

Order	Ship	B/O	Item #/Description/Notes	Unit Price	Extension
8.0	8.0	0.0	9608 AO SMITH 1/20 1100 3/SPD FREIGHT & HANDLING <i>Approved w HTE 11-9-11</i>	182.84	1,462.72

Sub Total	1,462.72
Discount	.00
Tax	.00
Freight	19.80
Total	1,482.52

(Customer Copy)

Rock Island Electric Motor Repair Inc
211 31st Ave
Rock Island, IL 61201
3097889517
MARLEE@RIEMR.COM

SALE

MID: 542929804007417
TID: LK784002

10/25/11 01:43 PM

Entry Method: MANUAL
CVV2: M
AVS: Y

MC
x1931

Transaction Number: 1100571
Appr Code: 094567
Customer Order ID: INVOICE 94886

Amount: \$1,482.52

Total: \$1,482.52

I agree to pay above total amount
according to card issuer agreement.
(Merchant agreement if credit voucher)

SIGN X:

RICH WESTMORELAND CITY
OF MOLINE



ResponseAbility™

P. O. BOX 3807
DAVENPORT, IOWA 52808-3807

REPUBLIC ELECTRIC CO
737 CHARLOTTE ST
DAVENPORT, IA 52803
319-322-6204

Account ID: 5913

Ref #: 0001

Sale

XXXXXXXXXX2004

FRT

Entry Method: Swiped

Total: \$ 4,406.10

12/13/11 11:17:54

Inv #: 000001 Appr Code: 026855

Appr'd: Online Batch#: 000780

Customer Copy

THANK YOU!

Bill To: CITY OF MOLINE

1616 - 5TH AVE.

MOLINE, IL 61265

Ship To: CITY OF MOLINE
EMERGENCY CENTER

MOLINE, IL 61265

Assignment

Vendor Invoice Date

Order #

PO

998331-00

PO #

Page #

11 RICH WESTMORELAND

#: 634

Bill To:

Republic Companies
PO BOX 3807

Davenport, IA 528083807

Instructions: CALL RICH 737-5647 WHEN IN

Ship Point: Republic Companies

Ship Via: WILL CALL

Ship Date: 12/12/11

Terms: NET

Taken By: mb

Product Ln# And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty. UM	Unit Price	Amount (Net)
1 ERIE ACT0316 TRANE 24V N/C ACTUATOR	20	0	20	each	104.31	2086.20
2 IBS VB7211032 1/2" UNION ANGLE BODY 1.3CV	10	9	1	each	83.78	83.78
3 IBS AV7400 VALVE LINKAGE	20	0	20	each	17.45	349.00
4 IBS MK2690 PneumAct 30#Max 1/2"-2" valve	20	0	20	each	57.50	1150.00
5 FRT FREIGHT CHARGES FROM FACTORY	1	0	1	each	500.00	500.00
6 IBS VB7211035 3/4" UNION ANGLE BODY	5	3	2	each	118.56	237.12
6 Lines Total		Qty Shipped Total	64		Total Invoice Total	4406.10 4406.10

pd. mc
12-13-11
JHL
Approved in HTE 12-20-11



ResponseAbility™

Order Acknowledgement

P. O. BOX 3807
DAVENPORT, IOWA 52808-3807

PHONE: 563-322-6204
FAX: 563-326-0550

UPC Vendor: 000000
Invoice Date: 12/08/11
PO # PO #: RICH WESTMORELAND

Order #: 998331-01
Page #: 1

Cust #: 634

Bill To: CITY OF MOLINE
1616 - 6TH AVE.
MOLINE, IL 61265

Correspondence To:
Republic Companies
PO BOX 3807
Davenport, IA 528083807

Ship To: CITY OF MOLINE
EMERGENCY CENTER
MOLINE, IL 61265

Instructions: CALL RICH 737-5647 WHEN IN
Ship Point: Republic Companies
Ship Via: WILL CALL
Ship Date: 12/12/11
Terms: NET
Taken By: mh

Product Ln# And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty. UM	Unit Price	Amount (Net)
2 189 VB7211032 1/2" UNION ANGLE BODY 1.30V	9	0	9	each	83.78	754.02
6 189 VB7211035 3/4" UNION ANGLE BODY	3	0	3	each	118.56	355.68
2 Lines Total		Qty Shipped Total 12			Total Invoice Total	1109.70 1109.70

REPUBLIC ELECTRIC CO
737 CHARLOTTE ST
DAVENPORT, IA 52803
319-322-6204

ID: 5913

Ref #: 0002

Sale

XXXX2004

MA: Entry Method: Swiped

Total: \$ 1,109.70

12/11 11:20:10

Inv #: 00002 Appr Code: 003616

Approved Online Batch#: 000780

*pd. mc
12-13-11
JHL*

*approved
w HTE
12-20-11*

Customer Copy

THANK YOU!

Council Bill/Resolution No. 1114-2012

Sponsor: _____

A RESOLUTION

APPROVING the final plat of J & D Carlyle Subdivision (John & Donna Carlyle, 5430
30th Avenue).

WHEREAS, the land being subdivided by this plat is being divided into not more than five lots which front upon existing streets and does not involve any new streets, other rights-of-way, easements, improvements, or other provisions for public areas or facilities; it is therefore a Minor subdivision for which no preliminary plat is required pursuant to Chapter 29 of the Moline Code of Ordinances, Sec. 29-2101(53); and

WHEREAS, all procedural steps required by Chapter 29 of the Moline Code of Ordinances have been complied with prior to submission of same to this Council; and

WHEREAS, this Council believes and finds approval of said final plat of J & D Carlyle Subdivision to be in the best interests of the City of Moline.

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

That the final plat of J & D Carlyle Subdivision, a subdivision of property described as follows:

A resubdivision of Lot 1 of Rasmussen's 1st Subdivision, Part of the Northwest quarter of Section 11, Township 17 North, Range 1 West of the 4th Principal Meridian, City of Moline, Rock Island County, Illinois.

be and the same is hereby approved.

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

FINAL PLAT

J & D CARLYLE SUBDIVISION

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

STATE OF ILLINOIS }
COUNTY OF ROCK ISLAND } SS

OWNER

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

THE ENTIRE SCHOOL DISTRICT IS WITHIN MOLINE SCHOOL DISTRICT #40

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

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

OWNER:

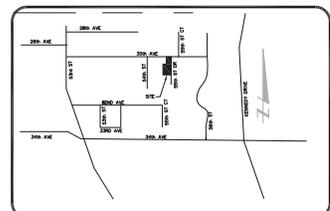
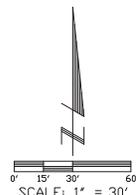
OWNER:

CURRENT ZONING R-2-

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

PROPOSED ZONING R-2-

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



LOCATION MAP
NO SCALE

NOTES

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

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

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

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

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

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

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

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

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

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



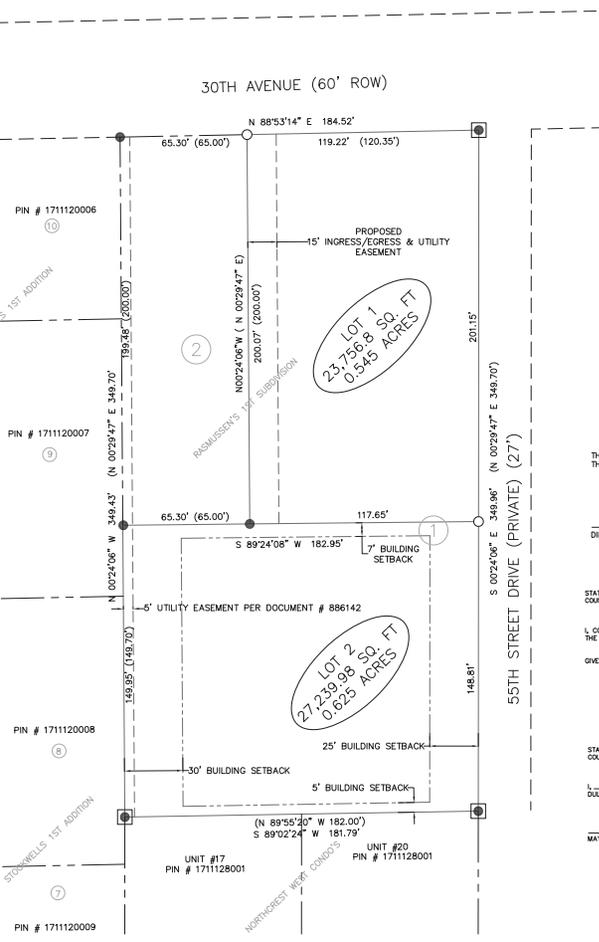
BY: _____
JAMES A. FAETANNI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3494
LICENSE RENEWAL DATE: NOVEMBER 30, 2012

ENGINEER'S CERTIFICATE

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

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

OWNER OR ATTORNEY



CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF ROCK ISLAND } SS

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

I, _____, CITY CLERK IN AND FOR THE SAID CITY OF MOLINE, DO HEREBY CERTIFY THAT ALL DUE ASSESSMENTS HAVE BEEN PAID UPON THE REAL ESTATE DESCRIBED ON THE ACCOMPANYING PLAT.

IN WITNESS WHEREOF, I HERETOBY SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 20____

CITY CLERK

CITY ENGINEER'S CERTIFICATE

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

DIRECTOR OF PUBLIC WORKS

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF ROCK ISLAND } SS

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

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

COUNTY CLERK
ROCK ISLAND COUNTY

CERTIFICATE OF CITY COUNCIL

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

MAYOR _____ ATTEST:
CITY CLERK _____

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

8300 42ND STREET WEST
ROCK ISLAND, IL 61201
(312) 308-7550
(312) 308-7550

XCEL
Consultants

Engineering, Land Surveying, Environmental

DESIGN FIRM NUMBER: 184-005864

FINAL PLAT

J & D CARLYLE SUBDIVISION

MOLINE, ILLINOIS

DATE DRAWN: DECEMBER 2011	
REVISONS	
REV. DATE DESCRIPTION	

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

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

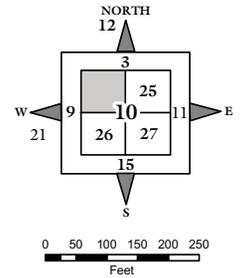
Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

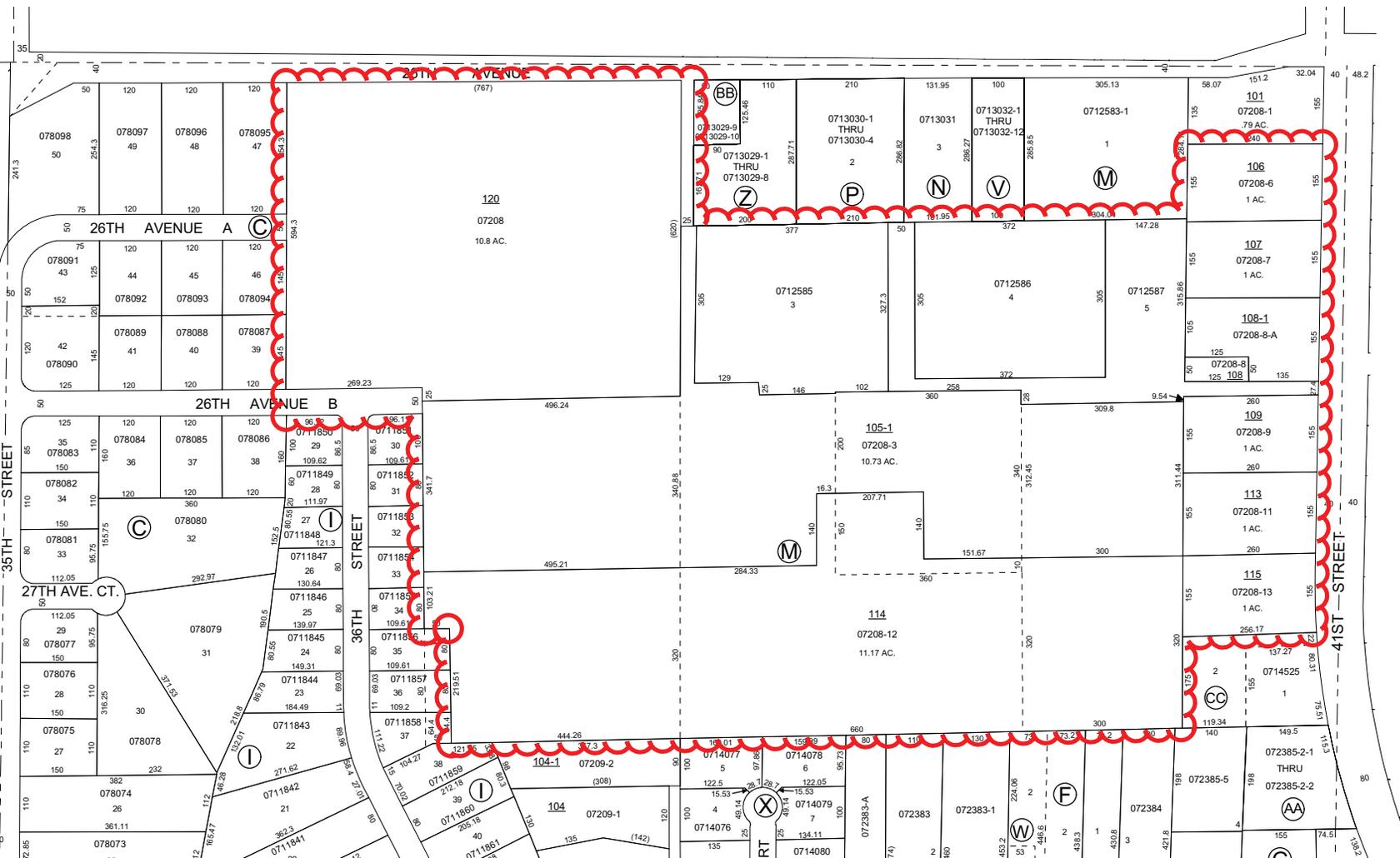
Exhibit A

NOTE: STARTING IN 2002, PARCEL NUMBERS WILL NOT REFLECT THE TOWNSHIP ABBREVIATIONS, BUT THE 2-DIGIT TOWNSHIP NUMBER.



GIS DEPARTMENT
ROCK ISLAND COUNTY,
ILLINOIS

FOR SUBDIVISION
INFORMATION SEE
SHEET 24-S



Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Pre-funding Agreement between the City of Moline, Illinois and Genesis Health Systems and Frauenshuh HealthCare Real Estate Solutions of Minneapolis, Minnesota concerning the proposed redevelopment project area and redevelopment project located at 41st Street south of 26th Avenue and east of 36th Street (Genesis Medical Park).

WHEREAS, the City of Moline (the "City") is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1, et. seq. ("the TIF Act"), to finance redevelopment project costs in connection with the proposed redevelopment project area located at 41st Street south of 26th Avenue; 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, this Pre-Funding Agreement states that the City will incur certain expenses, including professional fees, legal fees, and related costs in pursuing the establishment of a redevelopment project area pursuant to the requirements of the TIF Act and Developer is prepared to advance funds to the City to offset such City incurred expenses.

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 Pre-funding Agreement between the City of Moline, Illinois and Genesis Health Systems and Frauenshuh HealthCare Real Estate Solutions of Minneapolis, Minnesota concerning the proposed redevelopment project area and redevelopment project within said area; provided, however, that such Pre-funding Agreement is substantially similar in form to that attached hereto as Exhibit "A," and has been approved as to form by the City Attorney.

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

PRE-FUNDING AGREEMENT

BETWEEN THE CITY OF MOLINE, ILLINOIS AND GENESIS HEALTH SYSTEM

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

RECITALS:

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

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

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

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

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

Section 1. The Developer Agrees To:

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

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

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

Section 2. The City Agrees To:

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

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

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

Section 4. Abandonment of Redevelopment Project:

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

Section 5. Failure to Approve the TIF Ordinances:

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

By: _____
Donald P. Welvaert, Mayor

ATTEST:

Tracy A Koranda, City Clerk

Approved as to Form:

Maureen Riggs, City Attorney

DEVELOPER:

Genesis Health System

By: _____

By: _____

Frauenshus HealthCare Real Estate Solutions

By: _____

By: _____

Exhibit A

Exhibit B
ESTIMATED BUDGET

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

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. for consulting services in an amount not to exceed \$33,000.00 to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as 41st Street south of 26th Avenue and east of 36th Street (Genesis Medical Park).

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

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

WHEREAS, the consultant is duly experienced in providing technical services in preparing Tax Increment Redevelopment Plans.

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

That the Mayor and City Clerk are hereby authorized to enter into a Technical Services Agreement with Peckham Guyton Albers & Viets, Inc. for consulting services in an amount not to exceed \$33,000.00 to explore the feasibility establishing a tax increment finance redevelopment project area; provided said Agreement is substantially similar in form and content to that attached hereto and incorporated herein as Exhibit "A," and has been approved as to form by the City Attorney.

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

CONTRACT FOR PROFESSIONAL SERVICES

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

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

WITNESSETH:

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

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

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

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

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

I. SCOPE OF SERVICES

A. Interested Parties Registry

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

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

B. Eligibility Analysis and Boundary Determination

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

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

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

C. Redevelopment Plan

1. Redevelopment Plan/Statutory Requirements:

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

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

2. Exhibits:

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

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

D. Review & Approval Process

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

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

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

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

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

III. TIMING OF PERFORMANCE

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

IV. FEE & METHOD OF COMPENSATION

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

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

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

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

V. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

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

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

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

VI. PROJECT STAFFING & MANAGEMENT

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

VII. TERMINATION OF AGREEMENT

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

VIII. OWNERSHIP OF DOCUMENTS

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

IX. OTHER TERMS AND CONDITIONS

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

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

ATTEST:

CITY OF MOLINE, ILLINOIS

Tracy Koranda, City Clerk

Donald P. Welvaert, Mayor

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

Michael P. Weber
Director, PGAV Planners

John Brancaglione, Vice President

Attachment: Exhibit A: 41st Street TIF Study Area

Council Bill/General Ordinance No. 3003-2012

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances; Article III, Division 4, “LAND USE REGULATIONS, Table 35-3401.1, “Permitted Land Uses”, and Section 35-3415, “ACCESSORY TRANSPORTATION AND UTILITY LAND USES.”

WHEREAS, this Council has perceived that the Zoning and Land Development Code could better reflect the City’s development-related goals and objectives by adopting new provisions for accessory utility land uses; and

WHEREAS, this Council desires to promote the safe, effective, and creative use of renewable energy technologies which will improve our livable environment by reducing pollution and local dependence on nonrenewable fossil fuels; and

WHEREAS, this Council desires to support the design and placement of freestanding and building-integrated renewable energy systems while minimizing impacts to Moline residents, businesses, and property owners; and

WHEREAS, this Council has received the recommendation of the Moline Plan Commission upon said proposed amendments, which recommendation has been formed after multiple public hearings upon due notice and input from local technical experts, and which is the result of many months of research by staff and a subcommittee of the Plan Commission.

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

Section 1 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Section 35-3401, “REGULATION OF ALLOWED USES,” is hereby amended by adding three (3) new rows to include land use designations for Attached Solar Energy System, Freestanding Solar Energy System, and Wind Energy Systems as new subsections (1), (2), and (3) respectively, set forth under “Accessory Transportation & Utility Land Uses” of Table 35-3401.1, “Permitted Land Uses”, which shall read as follows:

“ **Table 35-3401.1**

														Type of Land Use
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)	
*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
														Accessory Transportation & Utility Land Uses (See Sec. 35-3415)
P	P	P	P	P	P	P	P	P	P	P	P	P	P	(1) Solar Energy System, Attached
P	P	P	P	P	P	P	P	P	P	P	P	P	P	(2) Solar Energy System, Freestanding
S	S					S			S	S	S	P	P	(3) Wind Energy System
*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
P= Permitted Use														S= Special Use
														I= Infill Residential Development (see Sec. 35-3211)

Section 2 – Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances; Article III, Division 4, “LAND USE REGULATIONS, Section 35-3415, “ACCESSORY TRANSPORTATION AND UTILITY LAND USES” is hereby amended by repealing said Section in its entirety and enacting in lieu thereof one new Section 35-3415 related to the same subject matter, which shall read as follows:

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

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

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

a. **Regulations:**

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

b. **Uses similar from ILOCUZC:**

1. n/a.

(2) **SOLAR ENERGY SYSTEM, FREESTANDING.** Description: An assembly of components which captures radiant energy from the sun to provide heat, electricity, or other usable form of converted energy to onsite buildings and structures. Freestanding solar energy systems typically consist of an array of solar cells, photovoltaic panels, and/or thermal collectors mounted to the ground or a pole or similar support structure, or a minor accessory structure, and also include inverters, batteries, and interconnection wiring. This description shall exclude solar panels on lawful traffic control equipment and also exclude solar panels up to 18 square feet in size on standalone devices such as signs, lighting, security equipment, or emergency telephones, provided that such devices comply with all other applicable codes and regulations.

a. **Regulations:**

1. In residential zoning districts, shall be limited to one (1) system per lot with a maximum overall height of 15 feet and a maximum array size of 240 square feet.
2. In non-residential and resource zoning districts multiple systems are allowed, however, each system shall have a maximum overall height of 15 feet.
3. Shall meet accessory structure setbacks established in Article III for the applicable zoning district. In residential districts, shall be located behind the principal structure, opposite the street, or in a rear yard.
4. Shall be secured from climbing and unauthorized access.
5. Shall meet mechanical equipment screening requirements at Sec. 35-5502, or demonstrate to the satisfaction of the Zoning Administrator that a fully-screened installation will unreasonably limit solar access and screening will be provided to the maximum extent practicable.
6. Applicant shall provide notice to the local electric utility company and submit a copy of an approved net metering agreement to the City prior to obtaining a building permit.

7. A Special Use permit shall be required within any historic district or on a historic landmark property. Application documents shall include elevation drawings and also façade renderings which accurately depict the proposed installation as viewed from street level from all directions. A copy of the application shall be forwarded to the Historic Preservation Commission for review and advisory design input prior to the public hearing.

b. **Uses similar from ILQCUZC:**

1. n/a.

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

a. **Regulations:**

1. Shall incorporate a low-profile design with a maximum operating width or rotor diameter of 12 feet for any turbine.
2. A freestanding system shall have a maximum overall system height of 80 feet measured from the lowest grade at the base of the mounting structure to the highest point of the system, except where adjacent to a residential zoning district the system shall have a maximum overall height of 60 feet. A building-mounted system shall also meet these height limits or may extend 20 feet above the highest point of the roof structure, whichever is greater.
3. Freestanding systems shall be set back from all property lines a minimum distance equal to 1.1 times the overall system height. Building-mounted systems shall be set back 1.5 times the minimum principal structure setback or 10 feet, whichever is greater.
4. Shall have a minimum clearance of 20 feet from grade to any moving component.
5. Shall be secured from climbing and unauthorized access.
6. Any freestanding system shall be mounted on a self-supporting monopole tower. Lattice or guyed towers shall not be utilized. Tower and exposed system components shall be non-reflective white, gray, or a similar neutral color as approved by the Zoning Administrator.
7. Shall display no unlawful signs.
8. Applicant shall provide notice to the local electric utility company and submit a copy of an approved net metering agreement to the City prior to obtaining a building permit.
9. Each lot shall be allowed one system with a single operating turbine, regardless of mounting or installation type. Multiple turbine systems may be allowed with approval of a Special Use Permit where an applicant demonstrates that the installations will integrate into the architectural design of the building or site and will minimize visual and nuisance impacts to adjoining properties.
10. Shall not exceed noise standards at Sec. 35-5409, measured at the property line.
11. A Special Use permit shall be required within any historic district or on a historic landmark property. Application documents shall include elevation drawings and also façade renderings which accurately depict the proposed installation as viewed from street level from all directions. A copy of the application shall be forwarded to the Historic Preservation Commission for review and advisory design input prior to the public hearing.

12. Any wind energy system which is inoperable or abandoned for a period of 12 consecutive months must be repaired or removed within 90 days following notice from the Zoning Administrator.

b. Uses similar from ILOCUZC:

1. n/a.

”

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

A SPECIAL ORDINANCE

AWARDING certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2012 and authorizing the Mayor and City Clerk to execute the necessary contract documents.

WHEREAS, bids were received for various treatment chemicals through the Bi-State Regional Commission, to be used by the Water Division and Water Pollution Control Division; and

WHEREAS, the Director of Public Works has reviewed the bids and recommends that the contracts be awarded as follows to the lowest responsive bidders meeting the specifications:

1. Anhydrous Ammonia to Tanner Industries, Inc., 735 Davisville Road, Southampton, Pennsylvania 18966. Price \$1,580.00/ton.
2. Chlorine (Liquid) to Brenntag Mid-South, Inc., 4616 S. Enterprise Drive, Bartonville, Illinois 61607. Price \$423.00/ton.
3. Chlorine (Sodium Hypochlorite) to K. A. Steel Chemicals, Inc., 15185 Main Street, Lemont, Illinois 60439. Price \$0.69/gallon.
4. Hydrofluorosilic Acid to Key Chemical, Inc., 9503 Dovewood Place, Waxhaw, North Carolina 28173. Price \$569.00/ton.
5. Lime to Mississippi Lime Co., 3870 S. Lindbergh Boulevard, Suite 200, St. Louis, Missouri 63127. Price \$159.50/ton.
6. Liquid Carbon Dioxide to Continental Carbonic Products, 3985 East Harrison Avenue, Decatur, Illinois 62526. Price \$66.00/ton.
7. Liquid Ferric Sulfate to Kemira Water Solutions, Inc., 3211 Clinton Parkway Court, Lawrence, Kansas 66047. Price \$190.40/ton.
8. Potassium Permanganate to Viking Chemical., PO Box 1595, Rockford, Illinois 61110. Price \$3,980.00/ton.; and

WHEREAS, the Director of Public Works recommends continued use of the following water treatment chemicals from the current vendors, until such time as bench, plant and system-wide testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related Public Water Supply Operating Permit changes have been authorized by the Illinois Environmental Protection Agency:

1. Anionic Polymer to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.
2. Cationic Polymer to Ashland Specialty Chemical, 1500 Pincroft Road, Suite 300, Greensboro, North Carolina 27407.
3. Cationic Filter Aid to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.
4. Powder Activated Carbon to MWV Specialty Chemicals, 5255 Virginia Avenue, North Charleston, South Carolina 29406.
5. Sodium Polyphosphate to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.

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

Section 1. That contracts be awarded for treatment chemicals to be used by the Department of Public Works for the calendar year 2012 and that the Mayor and City Clerk are hereby authorized and directed to execute the necessary contracts; provided said contracts are substantially similar in form and content to group Exhibit "A" attached hereto and incorporated herein by this reference thereto and have been approved as to form by the City Attorney.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Water Treatment Chemicals – October 27, 2011 - Bid opening

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

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

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

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

No Bids

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

Water Chemical Bid Opening – October 27, 2011

11/30/11