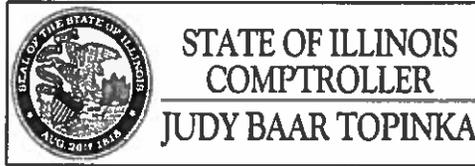


FY 2012
ANNUAL TAX INCREMENT FINANCE
REPORT



Name of Municipality: Moline Reporting Fiscal Year: **2012**
 County: Rock Island Fiscal Year End: **12/31/2012**
 Unit Code: 081-050-30

TIF Administrator Contact Information

First Name: Patrick Last Name: Burke
 Address: 619 16th Street Title: Economic Development Manager
 Telephone: 309-524-2034 City: Moline Zip: 61265
 Mobile _____ E-mail: pburke@moline.il.us
 Mobile _____ Best way to Email _____ Phone _____
 Provider _____ contact Mobile _____ Mail _____

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of _____
 is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]
Patrick Burke 7/30/13
 Written signature of TIF Administrator Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTRICT		
Name of Redevelopment Project Area	Date Designated	Date Terminated
TIF #1 Downtown	12/16/1986	
TIF #2 One Moline Place	10/27/1998	
TIF #3 Old Moline High School	4/13/2004	
TIF #4 Autumn Trails	9/27/2005	
TIF #5 KONE Centre	2/10/2009	
TIF #6 Moline Place Phase II & III	2/9/2010	
TIF #7 Moline Business Park	6/21/2011	
TIF #8 Route 6 & 150	12/4/2012	
TIF #9 41st Street	12/11/2012	

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

Name of Redevelopment Project Area:	41st Street
Primary Use of Redevelopment Project Area*:	Medical Office
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/>	Industrial Jobs Recovery Law <input type="checkbox"/>

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2)] If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K	X	
Cumulatively, have deposits of incremental revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L	X	
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M	X	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

Fund Balance at Beginning of Reporting Period

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period

Cumulative Total Revenues/Cash Receipts

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)

Distribution of Surplus

Total Expenditures/Disbursements

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS

FUND BALANCE, END OF REPORTING PERIOD*

* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

PAGE 1

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >\$10,000 SECTION 3.2 B MUST BE COMPLETED

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Feasibility Study	28,797	
Postage/Shipping	101	
		\$ 28,898
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		\$ -
3. Property assembly, demolition, site preparation and environmental site improvement costs Subsection (q)(2), (o)(2) and (o)(3)		
		\$ -
4. Costs of rehabilitation, reconstruction, repair or remodeling and replacement of existing public buildings. Subsection (q)(3) and (o)(4)		
		\$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
		\$ -
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		\$ -

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))
Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FUND BALANCE, END OF REPORTING PERIOD \$ (28,898)

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		

Total Amount Designated for Obligations \$ - \$ -

2. Description of Project Costs to be Paid		
Developer Prefunding Deposit		\$ 40,000

Total Amount Designated for Project Costs \$ 40,000

TOTAL AMOUNT DESIGNATED \$ 40,000

SURPLUS*/(DEFICIT) \$ (68,898)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

 X No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)
PAGE 1

If **NO** projects were undertaken by the Municipality Within the Redevelopment Project Area, indicate so in the space provided: _____
 If Projects **WERE** undertaken by the Municipality Within the Redevelopment Project Area enter the **TOTAL** number of projects and list them in detail below. 1

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 **MUST BE INCLUDED** WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED **IF** PROJECTS ARE LISTED ON THESE PAGES

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 8,800,000	\$ -	\$ 8,800,000
Public Investment Undertaken	\$ 1,600,000	\$ -	\$ 1,600,000
Ratio of Private/Public Investment	5 1/2		5 1/2

Project 1:			
Genesis Phase I			
Private Investment Undertaken (See Instructions)	\$ 8,800,000		\$ 8,800,000
Public Investment Undertaken	\$ 1,600,000		\$ 1,600,000
Ratio of Private/Public Investment	5 1/2		5 1/2

Project 2:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

ATTACHMENT B

TIF 1 - 9

Certification of Chief Executive Officer

I, Scott Raes, am the duly elected Chief Executive Officer of the City of Moline, County of Rock Island, State of Illinois, and as such do hereby certify that the City of Moline has complied with all requirements pertaining to the Tax Increment Financing Redevelopment Act during fiscal year 2012 (January 1st - December 31st).

11/6/13
Date

Scott Raes
Scott Raes, Mayor

TIF 1-9
OPINION OF LEGAL COUNSEL

I, Maureen Riggs, am the City Attorney for the City of Moline, Illinois.

I have received all information provided to me by the city administration, and based on that information, I believe that the City of Moline has conformed to all applicable requirements of the Tax Increment Redevelopment Allocation Act (found generally at 65 ILCD 5/11-74.4-1, et seq) set forth there under to the best of my knowledge and belief for fiscal year 2012 (January 1st - December 31st).

11.5.13
Date


Maureen Riggs, City Attorney

TIF 9
ACTIVITIES STATEMENT

The 41st Street Redevelopment Project Area TIF was approved December 11, 2012.

The City entered into a development agreement with Genesis Health System December 11, 2012. The City agreed to rebate \$1,556,061 to Genesis Health System in order to induce construction of the \$10,400,000 phase I, Frauenshuh Building and project site improvements.

ATTACHMENT E

TIF 9
2012 AGREEMENTS

The following agreements were executed during this reporting fiscal year.

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.

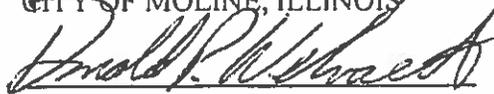
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

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



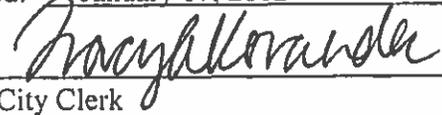
Mayor

January 10, 2012

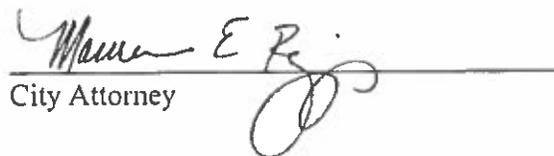
Date

Passed: January 10, 2012

Approved: January 17, 2012

Attest: 
City Clerk

APPROVED AS TO FORM:


City Attorney

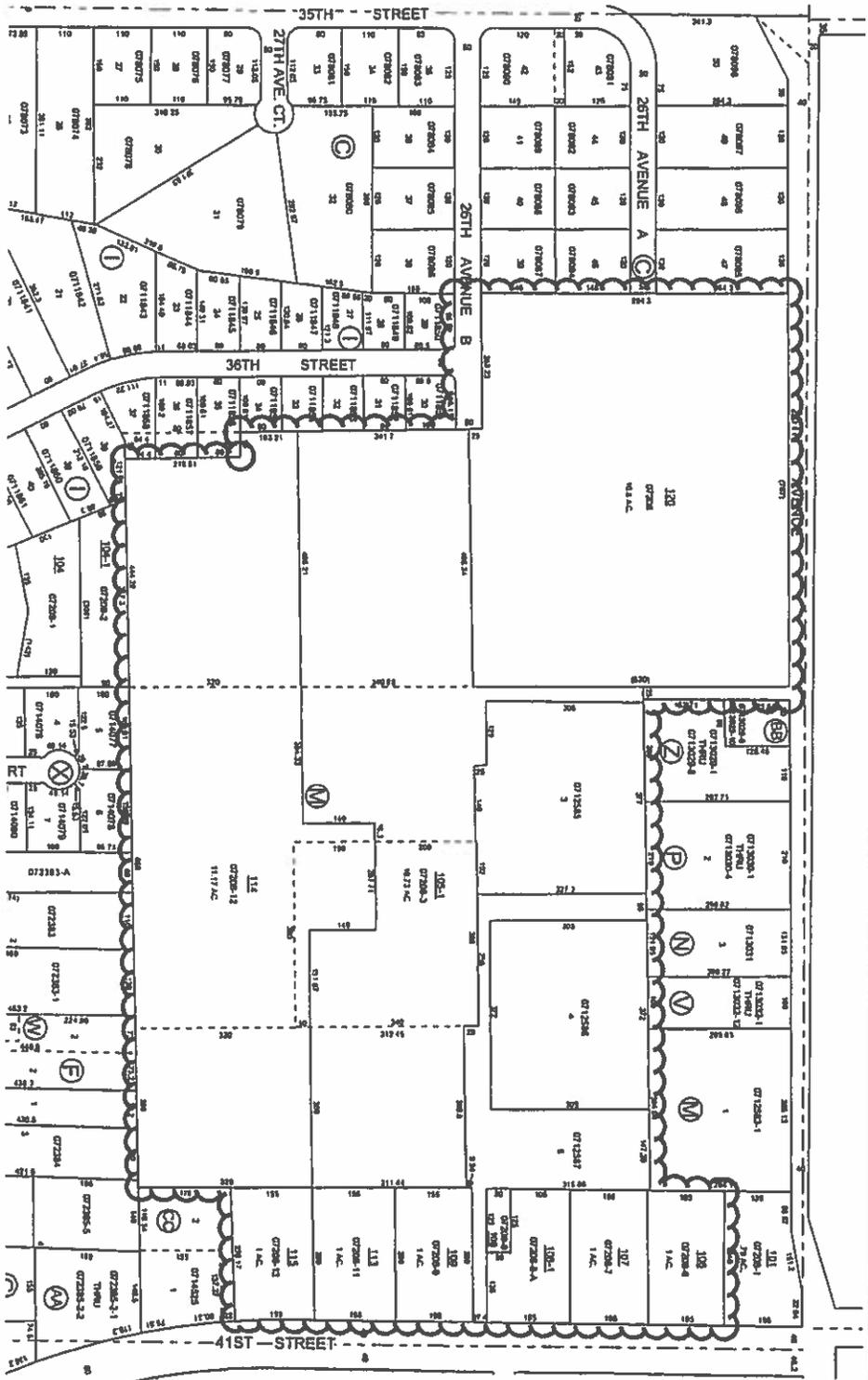
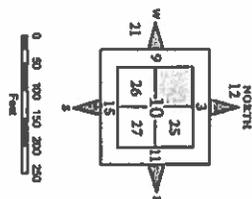


Exhibit A

NOTE: STATING OF 2011 PARCEL NUMBERS WILL NOT REFLECT THE TOWNSHIP ABERRATION, BUT THE ADJACENT TOWNSHIP NUMBER.



GIS DEPARTMENT
 ROCK ISLAND COUNTY,
 ILLINOIS

FOR SUBDIVISION
 INFORMATION SEE
 SHEET 24-S

Council Bill/Resolution No. 1116-2012
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: Tracy Koranda
City Clerk

APPROVED AS TO FORM:

Maura E. King
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 Illinois Corporation (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 percentage of the total 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 val-

orem 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:
Gencsis 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

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 IL-

linois. 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 23rd day of April, 2011.

CITY:

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

By: Donald P. Welvaert
Donald P. Welvaert, Mayor

ATTEST:

Tracy A. Koranda
Tracy A Koranda, City Clerk

Approved as to Form:

Maureen Riggs
Maureen Riggs, City Attorney

DEVELOPER:

Genesis Health System

By: [Signature]

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

Council Bill No./Resolution No. 1117-2012

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

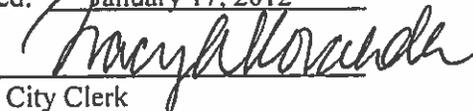
January 10, 2012

Date

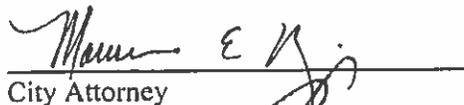
Passed: January 10, 2012

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

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:

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 10th day of January, 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

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 10th day of January, 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

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a revised 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).

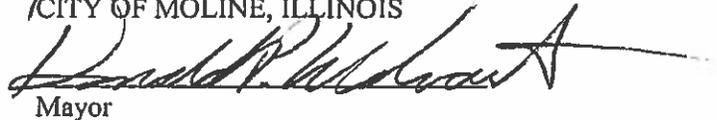
WHEREAS, on January 10, 2012 the City Council approved the above mentioned Pre-funding Agreement between the City of Moline, Illinois and Genesis Health Systems and Frauenshuh healthcare Real Estate Solutions of Minneapolis, Minnesota; and

WHEREAS, it was requested by Genesis Health Systems to revise Section 2. B. (2) of the Pre-funding Agreement to read as follows: "that the maximum amount of reimbursement of Project Costs shall be limited to the **percentage of the total costs** (*in lieu of 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."

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 revised 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 revised 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



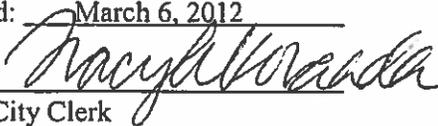
Mayor

February 28, 2012

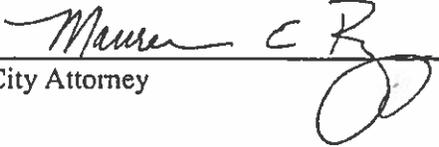
Date

Passed: February 28, 2012

Approved: March 6, 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 Illinois Corporation (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 percentage of the total 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 val-

orem 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

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 Il-

linois. 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.

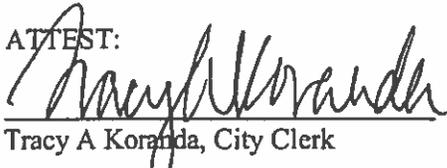
- Section 9. Invalidity or Unenforceability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provisions to persons, other than those as to whom it is held invalid or unenforceable, will not be affected 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 23rd day of April, 2011.

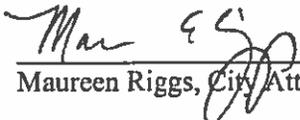
CITY:

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

By: 
Donald P. Welvaert, Mayor

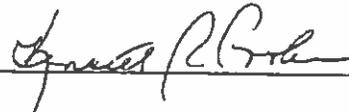
ATTEST:

Tracy A. Koranda, City Clerk

Approved as to Form:


Maureen Riggs, City Attorney

DEVELOPER:

Genesis Health System

By: 

By: _____

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

Council Bill/Resolution No. 1232-2012
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to establish a Public Hearing date for Tuesday, October 23, 2012, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the 41st Street Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

WHEREAS, the public hearing for the 41st Street Redevelopment Project Area has been scheduled for Tuesday, October 23, 2012, at 6:45 p.m.; and

WHEREAS, the City of Moline, Illinois desires to adopt tax increment financing ("TIF") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. Seq.*, as amended; and

WHEREAS, pursuant to State statute, prior to the creation of a TIF district, a public hearing must be held for the purposes of reviewing the TIF redevelopment plan.

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 establish a Public Hearing date of Tuesday, October 23, 2012, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the 41st Street Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

CITY OF MOLINE, ILLINOIS

Ronald P. Welhaet
Mayor

September 4, 2012

Date

Passed: September 4, 2012

Approved: September 11, 2012

Attest: *Tracy K. Knauer*
City Clerk

APPROVED AS TO FORM:

Man E J
City Attorney

Council Bill/General Ordinance No. 3028-2012

Sponsor: _____

AN ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

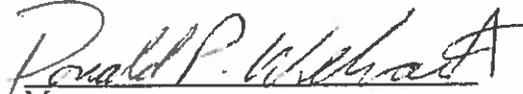
- f) The estimated date of the completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem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

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

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

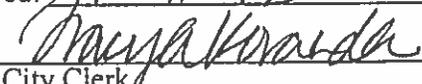
Section 4. That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS



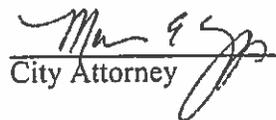
Mayor

Date 12/4/12

Passed: 12.4.12
Approved: 12.11.12
Attest: 

City Clerk

Approved as to Form:



City Attorney

EXHIBIT A

**TIF DESCRIPTION
41ST STREET REDEVELOPMENT PROJECT AREA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

Tax Increment Financing Redevelopment Plan & Project

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

Prepared for
City of Moline, Illinois

Prepared by



August 16, 2012

CITY OF MOLINE, ILLINOIS

MAYOR

Donald P. Welvaert

CITY COUNCIL

Stephanie Acri
John Knaack
Sean Liddell
Richard Meredith
J. Scott Raes
Ted Ronk
Kevin Schoonmaker
Lori Turner

CITY CLERK

Tracy A. Koranda

FINANCE OFFICER

Kathleen Carr

**DIRECTOR OF PLANNING &
ECONOMIC DEVELOPMENT**

Ray Forsythe

CITY ATTORNEY

Maureen E. Riggs

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APPENDIX

Attachment A - Resolution 1115-2012

Attachment B - Boundary Description - 41st Street Redevelopment Project Area

Attachment C - PIN List, Property Owners & 2011 EAV

SECTION I

INTRODUCTION

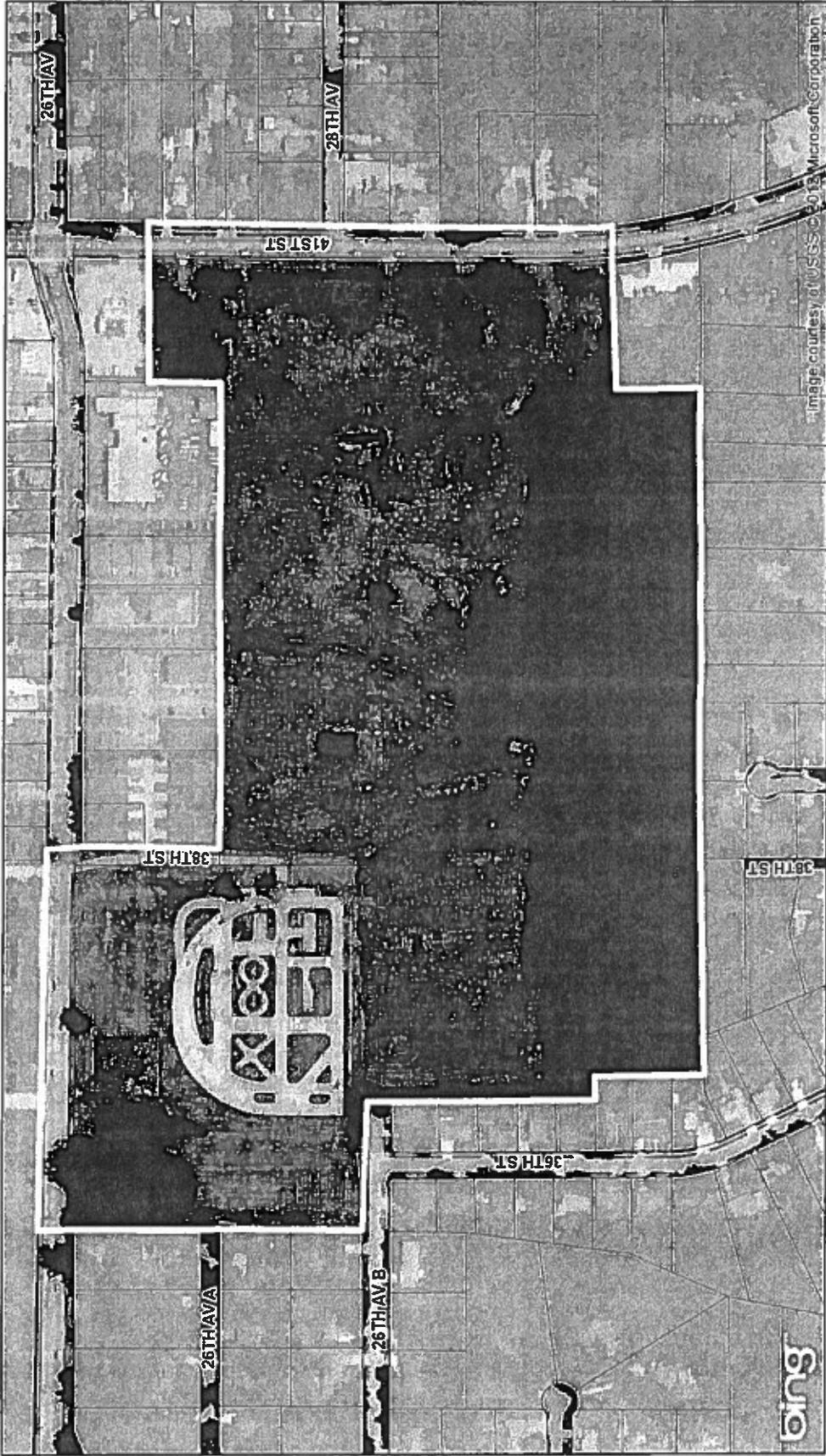
On January 10, 2012 the Moline City Council passed Resolution 1115-2012 initiating a feasibility study to determine the eligibility of establishing a tax increment finance ("TIF") district for a portion of the City and to induce development interest within such area (see Attachment A in the Appendix).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

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

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

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

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



August 2012

Legend

Redevelopment Project Area Boundary

Exhibit A
Redevelopment Project
Area Boundary Map
 41st Street Redevelopment Project Area
 City of Moline, Illinois



SECTION II

STATUTORY BASIS FOR TAX INCREMENT FINANCING AND SUMMARY OF FINDINGS

A. Introduction

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

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

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

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

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

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

B. Summary of Findings

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

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

SECTION III

BASIS FOR ELIGIBILITY OF THE AREA AND FINDINGS

A. Introduction

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

B. Statutory Definitions

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

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

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

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

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

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

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

C. Investigation and Analysis of Blighting Factors

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

1. Findings on Improved Area

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

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

Exhibit B

COMPARISON OF EAV GROWTH RATES (2006 - 2011)

41st Street Redevelopment Project Area
 City of Moline, Illinois

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

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

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

2. Findings on Vacant Area

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

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

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

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

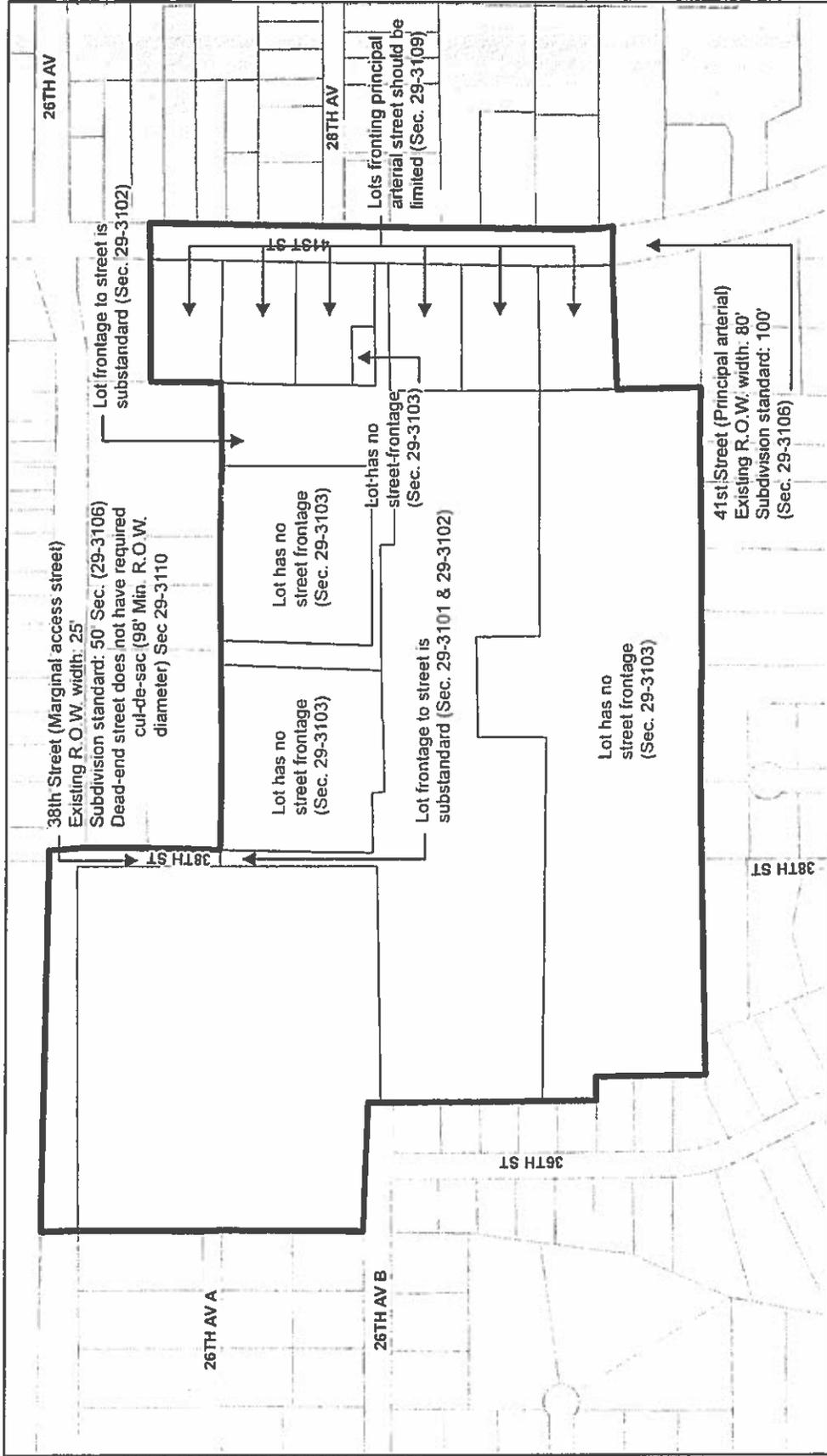
The statutory definition of a "blighted area" is satisfied with respect to how this definition is applied to vacant land under two subsections of the Act. First, subsection 11.74.4-43 (a) (2) of the Act states that "[i]f vacant, the sound growth of the Redevelopment Project Area is impaired by 2 or more of the following factors each of which is (i) is present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) is reasonably distributed throughout the vacant part of the Redevelopment Project Area to which it pertains:..." (emphasis added). The factors present in this case is that the total equalized assessed valuation (EAV) of the proposed Area has increased at a rate that is less than the balance of the City for 5 of the last 5 years and obsolete platting.

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

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

Another subset of qualification factors under the definition of blight, as it is applied to vacant land, is subsection 11.74.4-3 (a) (3) of the Act. It states that "[i]f vacant, the sound growth of the Redevelopment Project Area is impaired by one of the following factors that (i) is present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) is reasonably distributed throughout the vacant part of the Redevelopment Project Area to which it pertains:..." (emphasis added). The factor present in this case is that 44% of the vacant portion of the Area consists of an unused disposal site containing earth, stone, building debris or similar materials that were removed from construction, demolition, excavation, or dredge sites. Evidence of these types of disposed materials was revealed in a comprehensive Site Investigation/Remedial Objectives (SI/RO) Report completed with respect to this site identified by the IEPA Inventory Number 1610455202.² Research contained in this report revealed that a portion of the now vacant area was used as a City of Moline landfill between approximately 1940 and 1960. Exhibit D - Former City Landfill shows the location of the landfill based on information provided in the previously referenced Missman Report. As part of the site investigation, approximately 75 boreholes were made, along with six trenches excavated through the filled areas. Where borings penetrated the landfill, materials found included "glass, brick, wire, paper, and other miscellaneous inert material." Fill material encountered in the excavated trenches consisted of "glass, wood, tires and metal debris." A 55 gallon drum of solidified paint was also discovered. While material within the landfill included typical municipal waste, it also contained what can be described as building debris (e.g., brick and wood) removed from construction or demolition sites.

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



August 2012

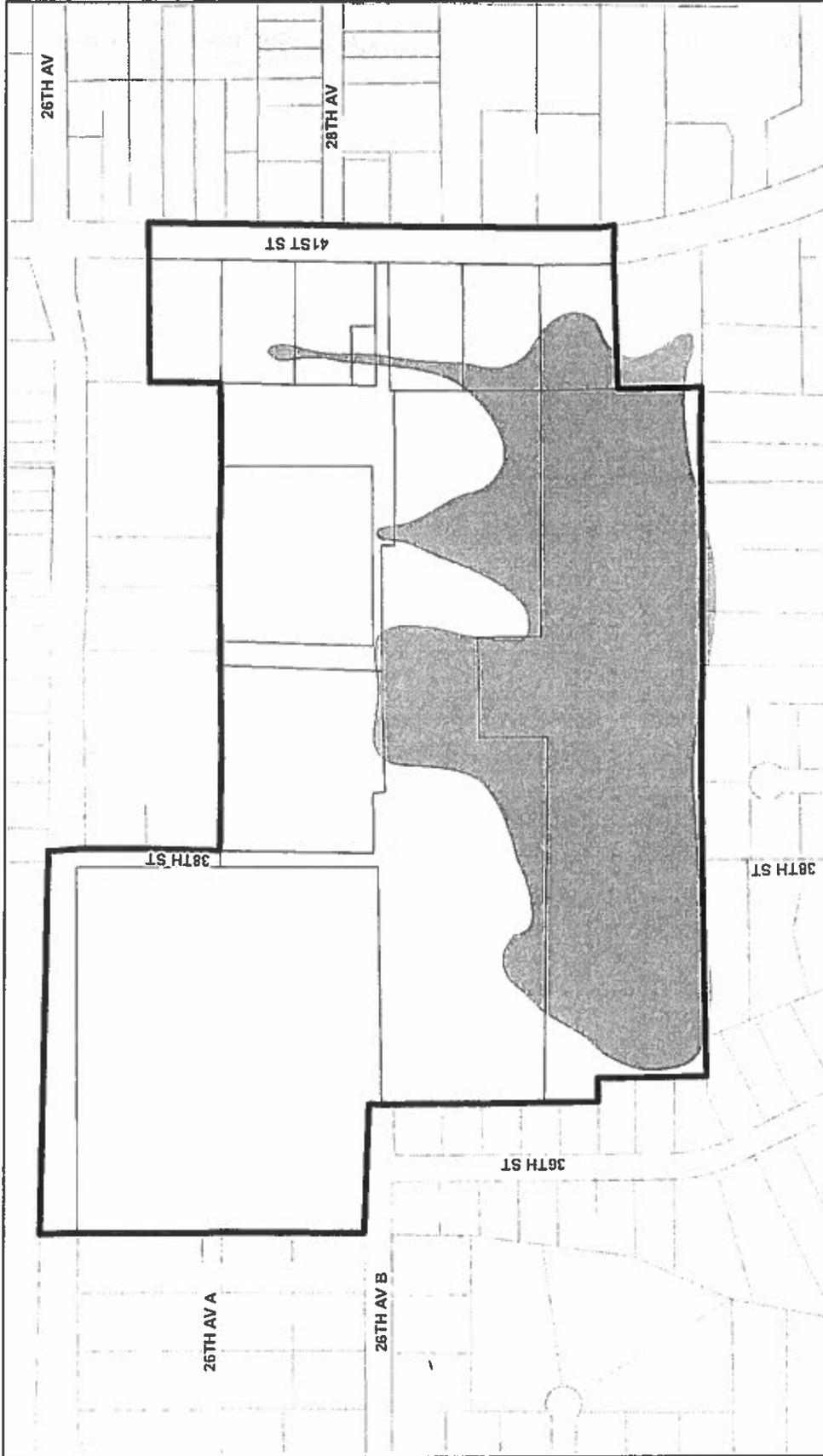


Legend

 Redevelopment Project Area Boundary

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

Exhibit C
Description of Obsolete Platting
41st Street Redevelopment Project Area
City of Moline, Illinois



Legend

-  Redevelopment Project Area Boundary
-  Location of Landfill*

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



August 2012

Exhibit D
Former City Landfill
 41st Street Redevelopment Project Area
 City of Moline, Illinois



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

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

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

SECTION IV

REDEVELOPMENT PLAN

A. Introduction

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

B. General Land Uses to Apply

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

C. Objectives

The objectives of the Redevelopment Plan are:

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

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

D. Program Policies to Accomplish Objectives

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

E. Redevelopment Project

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

1. Private Redevelopment Activities:

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

2. Public Redevelopment Activities:

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

3. Land Assembly, Displacement Certificate & Relocation Assistance:

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

F. Estimated Redevelopment Project Costs

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

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

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

Notes:

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

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

G. Description of Redevelopment Project Costs

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

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

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

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

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

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

SECTION V
OTHER FINDINGS AND REQUIREMENTS

A. Conformance with Comprehensive Plan

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

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

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

Exhibit F

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

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

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

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

³ Total City EAV minus Project Area EAV.

C. Would Not be Developed "but for" TIF

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

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

D. Assessment of Financial Impact

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

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

E. Estimated Date for Completion of the Redevelopment Projects

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

F. Most Recent Equalized Assessed Valuation

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

G. Redevelopment Valuation

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

H. Source of Funds

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

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

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

I. Nature and Term of Obligations

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

J. Fair Employment Practices and Affirmative Action

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

K. Reviewing and Amending the TIF Plan

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

APPENDIX

ATTACHMENT A

Resolution 1115-2012

Council Bill/Resolution No. 1115-2012

Sponsor: _____

A RESOLUTION

PROVIDING for a feasibility study related to a proposed redevelopment project area and redevelopment area (west of 41st Street south of 26th Avenue and east of 36th Street) and to induce development interest within such area; and

AUTHORIZING expenditures in the course of planning and redevelopment, prior to a redevelopment project area being established, that may be reimbursable from TIF proceeds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MOLINE, ILLINOIS

Arnold P. W. Shacht
Mayor

January 10, 2012

Date

Passed: January 10, 2012

Approved: January 17, 2012

Attest: *Tracy Koranda*
City Clerk

APPROVED AS TO FORM:

Maureen E. R.
City Attorney

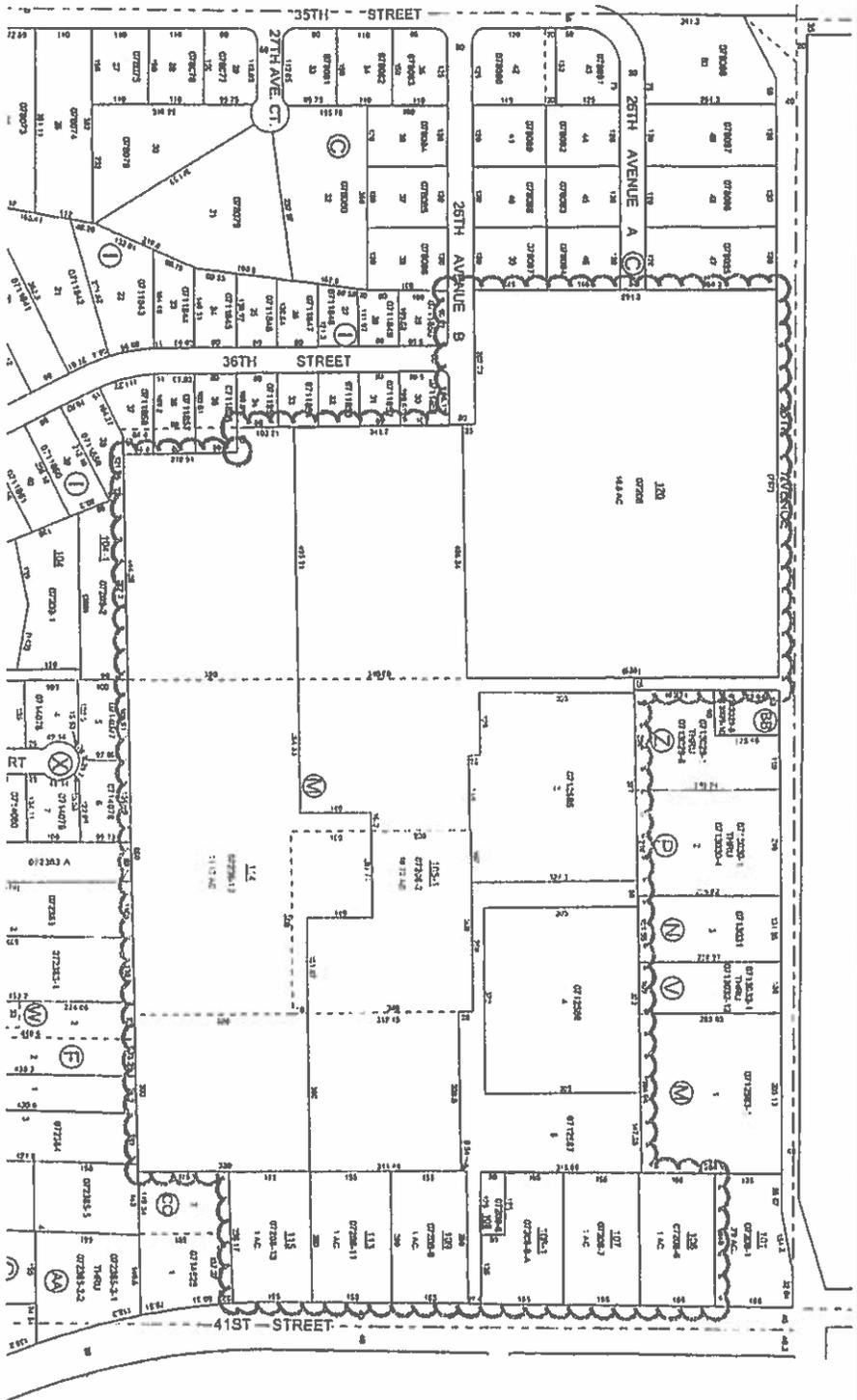
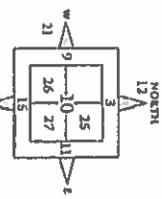


Exhibit A

NOTE: STATING IN 2ND PLACE, NUMBERS WILL NOT REFLECT THE TOWNSHIP ABBREVIATION, BUT THE 2-DIGIT TOWNSHIP NUMBER.



CIS DEPARTMENT
ROCK ISLAND COUNTY,
ILLINOIS

FOR SUBDIVISION
INFORMATION SEE
SHEET 24-S

ATTACHMENT B

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

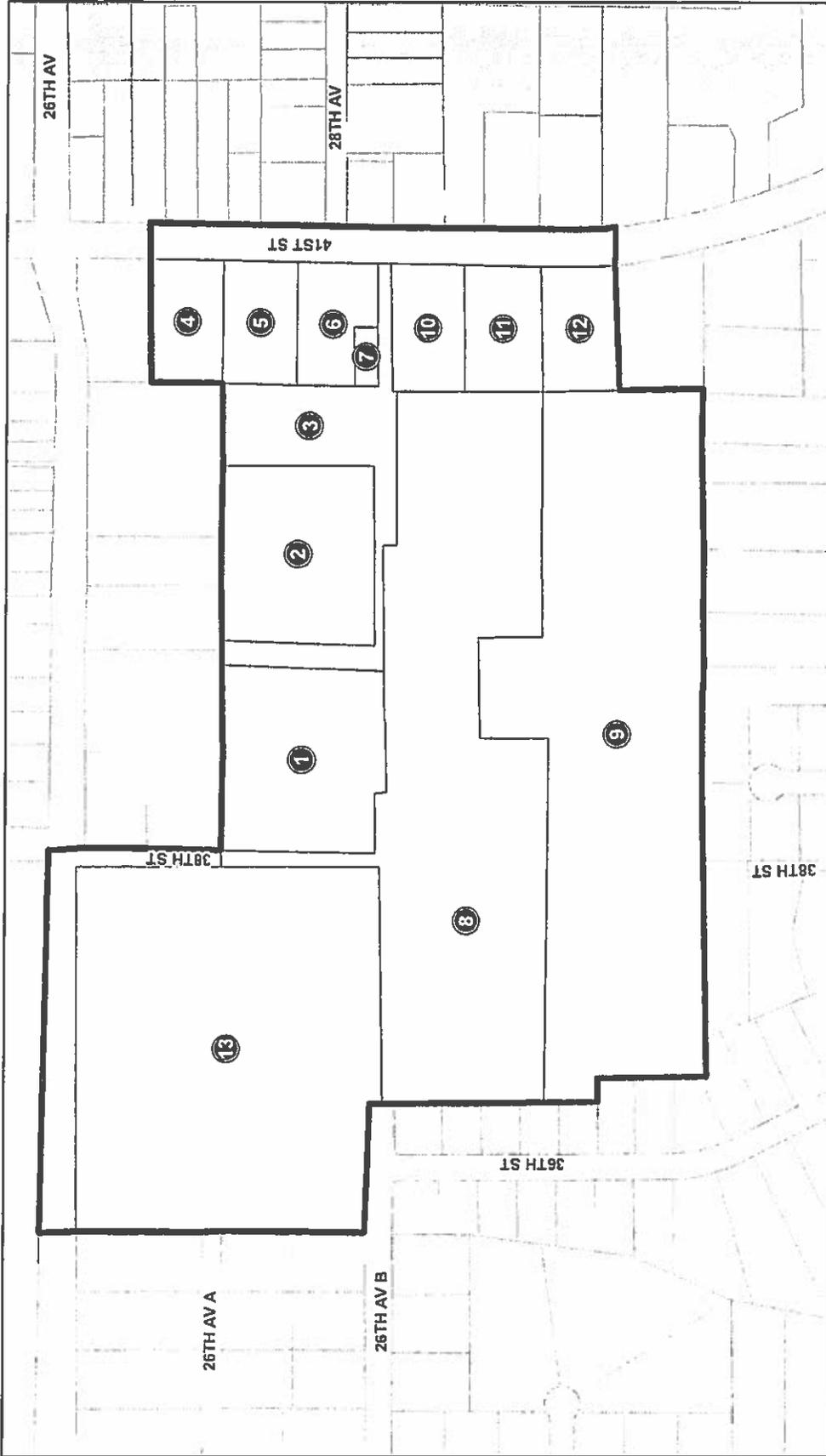
ATTACHMENT C

PIN LIST, PROPERTY OWNERS & 2011 EAV

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

TIF Map Locator ID No. ¹	Parcel ID No. (PIN)	County ID No.	Owner	Owner Address	Owner City	ZIP Code	2011 EAV
1	1710108002	0712585	GENESIS IL PROP/ACCT PAY	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 25,258
2	1710108004	0712586	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 21,336
3	1710108005	0712587	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 35,794
4	1710100006	07208-6	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 62,396
5	1710100007	07208-7	GENESIS HEALTH SYSTEMS	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 62,396
6	1710100010	07208-8-A	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 58,122
7	1710100009	07208-8	GENESIS IL PROP L C	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 9,698
8	1710100003	07208-3	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 92,177
9	1710100004	07208-12	GENESIS IL PROP %ACCOUNTG	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 6,951
10	1710100011	07208-9	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 62,396
11	1710100012	07208-11	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 62,396
12	1710100013	07208-13	GENESIS IL PROP	1227 E RUSHOLME ST	DAVENPORT IA	52803	\$ 62,396
13	1710100002	07208	Board of Education	1619 11th AVE	MOLINE IL	61265	\$ -
TOTAL							\$ 561,820

¹ See corresponding map.



Legend

-  Redevelopment Project Area Boundary
-  Moline_Parcels_8162012
-  Parcel Locator Number



August 2012



Parcel Locator Map
 41st Street Redevelopment Project Area
 City of Moline, Illinois

STATE OF ILLINOIS)
)
ROCK ISLAND COUNTY) SS

I, Tracy A. Koranda, City Clerk for the City of Moline, County of Rock Island, State of Illinois, do hereby certify that the foregoing Ordinance, General Ordinance 3028-2012 is a true and correct copy of the original Ordinance passed by the City Council of the City of Moline, Illinois, at a meeting duly convened and held on the 4th day of December, 2012.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the corporate seal of the City of Moline, Illinois, this 5th day of December, 2012.



Tracy A. Koranda
City Clerk

(Seal)



*City Clerk
Tracy A. Koranda*

619 – 16th Street
Moline, Illinois 61265

Phone: (309) 524-2004

E-Mail:
tkoranda@moline.il.us

December 5, 2012

To: Chris Mathias, Planning & Development

Re: CB 3028-2012, 3029-2012 & 3030-2012

I've attached two certified copies of the above Council Bills for recording with the County Recorder and for filing with the County Clerk.

Please provide me with copies of the recorded Council Bills and copies of the filing receipts to be attached to the original Council Bills.

Thank You,

Tracy A. Koranda

A handwritten signature in black ink, appearing to read "TK", is written over the printed name "Tracy A. Koranda".

Pride in Customer Service – "IT'S WHAT WE DO."

RECEIPT FOR DOCUMENTS FILED WITH THE COUNTY CLERK PRIOR TO EXTENSION OF TAXES

TAXING BODY City of Malone

1. _____ **Budget Appropriation Ordinance (35 ILCCS 200/18-50)**
Note: Must be filed within 30 days of adoption. Government Clerk certifies copy of budget. Chief Fiscal Officer certifies revenue estimate. Failure may result in property taxes not extended.
2. _____ **Certification of Budget & Appropriation Ordinance**
3. _____ **Certification of Estimated Revenues by Source**
4. _____ **Tax Levy (35 ILCS 200/18-15)**
5. _____ **Certification of Tax Levy**
6. _____ **Certification of Truth in Taxation Compliance (See Section 4) (35 ILCS 200/18-55 through 18-100)**
7. _____ **Annual Financial Report (fulfills Fiscal Accountability Report Card Requirement) (50 ILCS 310/6)**
8. _____ **Supervisor's/Treasurer's Annual Financial Reports**
9. _____ **Certificate of Publication**

_____ **Tax Levy**
_____ **Budget or Appropriation Ordinance**
_____ **Truth in Taxation Certificate of Compliance**
_____ **Annual Financial Report**
_____ **Treasurer's Report**

10. X _____ **Miscellaneous (indicate document filed)**

TIF 7/27/12 412 SL

inc. 3028-2012, 3029-2012,

County Clerk Seal

3030-2012

By: Deputy Clerk/Date

12/6/12

STATE OF ILLINOIS)
) SS
COUNTY OF ROCK ISLAND)

**CERTIFICATE OF VALUATION AND RECORDATION
OF REDEVELOPMENT PROJECT AREA AND
PROJECT INCREMENT AREA**

I, the undersigned, do hereby certify that:

(1) I am the duly qualified and acting County Clerk of the County of Rock Island, Illinois, and as such official:

(2) There has been filed in my office ordinances of the City of Moline, Illinois (the "City"), and adopted on the dates as follows:

1. Certified copy of Ordinance No. 3028-2012 "Approving the Tax Increment Redevelopment Plan and Project for the 41st Street Redevelopment Project Area" passed, approved and adopted December 4, 2012 and minutes of meeting approving same.
2. Certified copy of Ordinance No. 3029-2012 "Designating the 41st Street Redevelopment Project Area" passed, approved and adopted December 4, 2012 and minutes of meeting approving same.
3. Certified copy of Ordinance No. 3030-2012 "Adopting Tax Increment Financing for the 41st Street Redevelopment Project Area" passed, approved and adopted December 4, 2012 and minutes of meeting approving same.

which ordinances relate to tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act for the area of the City designated as a Redevelopment Project Area pursuant to such Act and described in such ordinances; and a copy of each of such ordinances have been deposited in the official files and records of my office.

(3) I do further certify that the total initial equalized assessed value of all taxable real property in said County included within the boundaries of that certain redevelopment project area (the "Area") designated as such by the Mayor and City Council (the "Corporate Authorities") of the City of Moline, Rock Island County, Illinois (the "City"), the City of Moline TIF District 9 Legal Description of which is attached hereto as Exhibit A, the City of Moline TIF District 9

Boundary Map of which is attached hereto as Exhibit B is the sum of \$561,763. I do further certify that said total initial equalized assessed value was determined by adding together the equalized assessed value of each lot, block, tract or parcel of taxable real property within such Area; that the equalized assessed value so used in making such determination was that for the year 2011 as equalized by the Department of Revenue for the State of Illinois; and that such value was the most recently ascertained equalized assessed value at the time of passage of the ordinance of the City providing for tax increment allocation financing for redevelopment projects in the Area, all pursuant to the powers of the City under the Tax Increment Allocation Redevelopment Act, as amended, Division 74.4 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-74.4-1 through 11-74.4-11).

- (4) I do further certify that the Area has been duly recorded in the books and tax records of said County and the maps thereof spread upon the map books of said County used for tax purposes.

All of the foregoing appears from the books of assessment of said County now in my possession and pursuant to my duties under said Act.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of said County, as of this 12th day of December, 2012.

(SEAL)



Karen Kinney
County Clerk of the County of
Rock Island, Illinois

Council Bill/General Ordinance No. 3030-2012

Sponsor: _____

AN ORDINANCE

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

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

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

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

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

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

EXHIBIT A

TIF DESCRIPTION
41ST STREET REDEVELOPMENT PROJECT AREA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

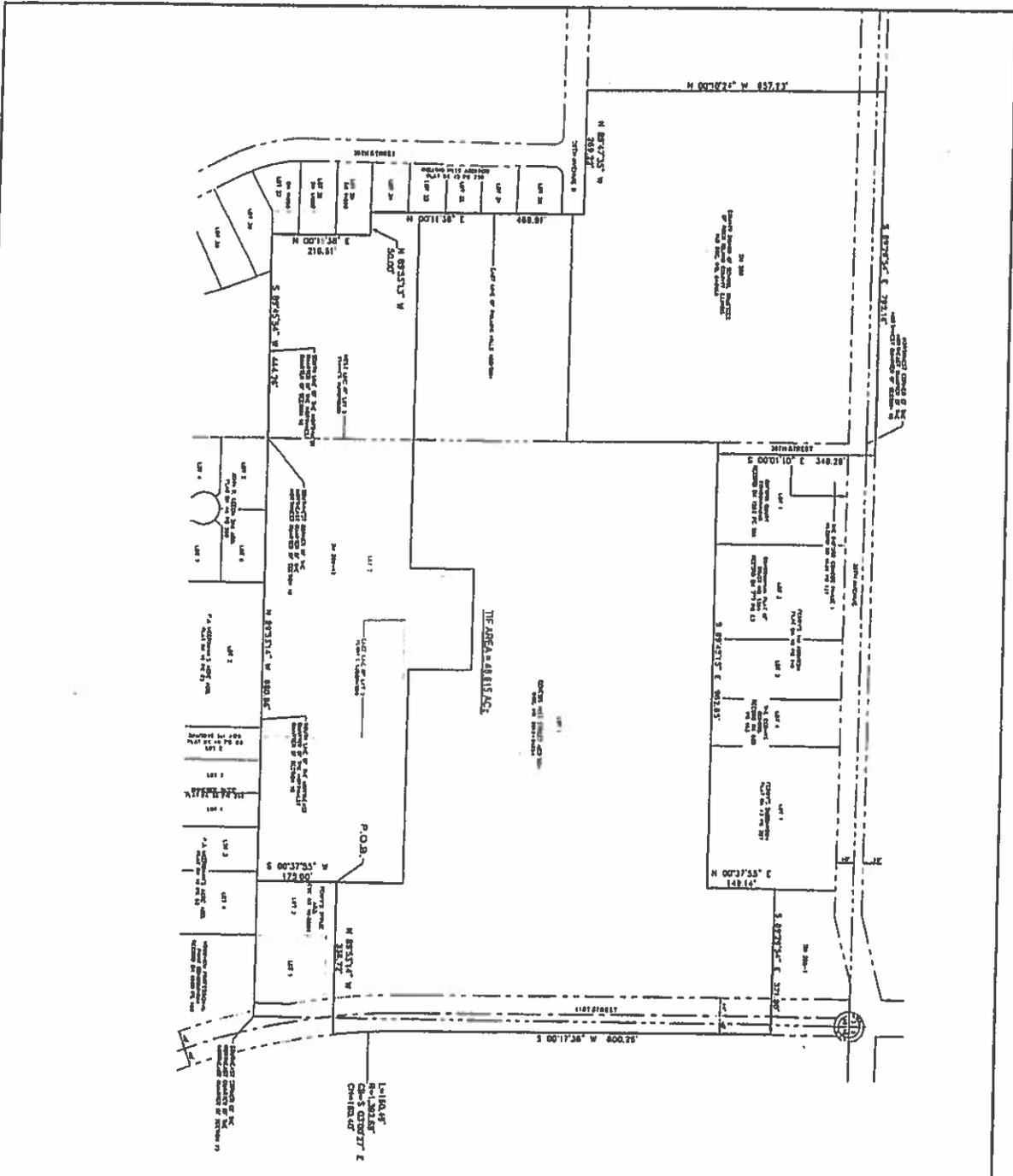
Thence South 89 degrees 29 minutes 54 seconds East along said northerly line and its easterly projection, a distance of 321.80 feet to the east right of way line of 41st Street;

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

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

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

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



THE PLAN PREPARED BY
THE CITY OF MOLINE, ILLINOIS
 ECONOMIC DEVELOPMENT DIVISION
 615 10th STREET
 MOLINE, IL 61202
 PHONE: (309) 242-0000

THE BOARD OF CITY ENGINEERS AND SURVEYORS
 HAS REVIEWED THE PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.
 DATE: 11/15/2011

NO.	REVISIONS	DATE

41st STREET REDEVELOPMENT PROJECT
 MOLINE, ILLINOIS

TIF EXHIBIT

Missman, Inc.
 Professional Engineers & Land Surveyors

1000 W. 1st Street, Suite 100
 Moline, IL 61201
 Phone: (309) 242-0000
 Fax: (309) 242-0001
 www.missman.com

Prepared By: DAB
 Checked By: DAB
 Date: 10/03/2011

Sheet 1 of 1

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

AN ORDINANCE

DESIGNATING the 41st Street Redevelopment Project Area.

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

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

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

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

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

CITY OF MOLINE, ILLINOIS

Donald P. Uhlir
Mayor

12/4/12
Date

Passed: 12.4.12

Approved: 12.11.12

Attest: Rouja Koranda
City Clerk

Approved as to Form:

Maura S G
City Attorney

EXHIBIT A

**TIF DESCRIPTION
41ST STREET REDEVELOPMENT PROJECT AREA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS PLAN IS BASED ON THE SURVEY AND FIELD WORK CONDUCTED BY THE ENGINEER AND HIS ASSISTANTS ON THE DATE INDICATED ON THE TITLE SHEET. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY OR THE EXISTING CONDITIONS THEREON.



THE PLAN IS PRESENTED BY:
THE CITY OF MOLINE, ILLINOIS
 ECONOMIC DEVELOPMENT DIRECTOR
 100 N. STATE STREET
 MOLINE, ILLINOIS 61701
 PHONE: (815) 234-3033

THE ENGINEER HAS REVIEWED THE PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF MOLINE, ILLINOIS. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY OR THE EXISTING CONDITIONS THEREON.

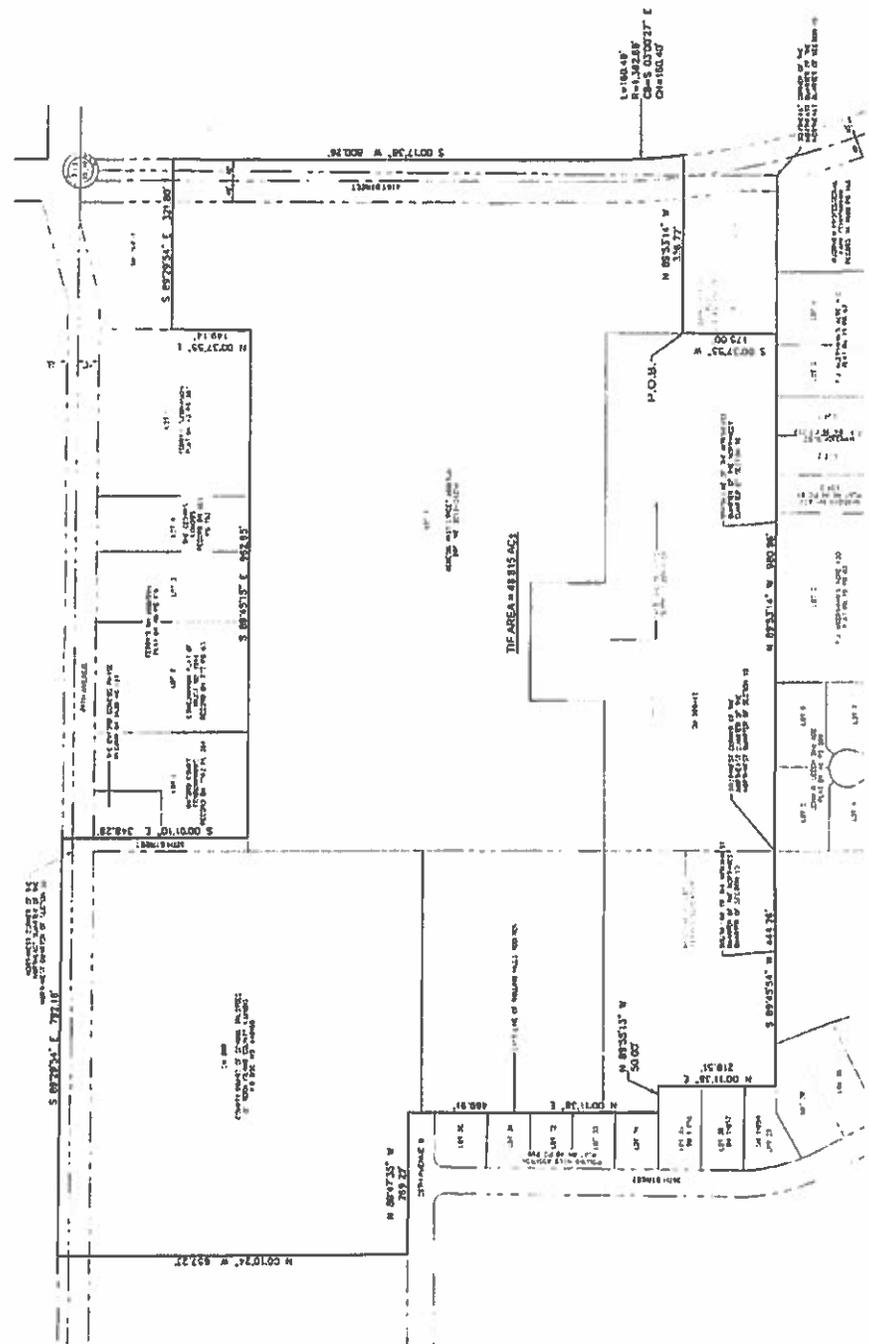
Part of the City of Moline, Illinois, located in the Northwest Quarter and Northeast Quarter of Section 15, Township 17 North, Range 1 West of the Fourth Principal Meridian, City of Moline, Rock Island County, Illinois.

NO.	DESCRIPTION	DATE
1		
2		

Missman, Inc.
 Professional Engineers & Land Surveyors
 1007 7th Street, Moline, IL 61701
 Phone: (815) 234-3033

41st STREET REDEVELOPMENT PROJECT
 MOLINE, ILLINOIS
 TIF EXHIBIT

Missman Project No. C1253071
File Name 41st Street Redevelopment
Client City of Moline
Field Book No.
Drawn By: DAG
Checked By: DAG
Date: 10/09/2012



STATE OF ILLINOIS)
)
ROCK ISLAND COUNTY) SS

I, Tracy A. Koranda, City Clerk for the City of Moline, County of Rock Island, State of Illinois, do hereby certify that the foregoing Ordinance, General Ordinance 3029-2012 is a true and correct copy of the original Ordinance passed by the City Council of the City of Moline, Illinois, at a meeting duly convened and held on the 4th day of December, 2012.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the corporate seal of the City of Moline, Illinois, this 5th day of December, 2012.



Tracy A. Koranda
City Clerk

(Seal)



*City Clerk
Tracy A. Koranda*

619 – 16th Street
Moline, Illinois 61265

Phone: (309) 524-2004

E-Mail:
tkoranda@moline.il.us

December 5, 2012

To: Chris Mathias, Planning & Development

Re: CB 3028-2012, 3029-2012 & 3030-2012

I've attached two certified copies of the above Council Bills for recording with the County Recorder and for filing with the County Clerk.

Please provide me with copies of the recorded Council Bills and copies of the filing receipts to be attached to the original Council Bills.

Thank You,

Tracy A. Koranda

A handwritten signature in black ink, appearing to read "TAK", is written over the printed name "Tracy A. Koranda".

Pride in Customer Service – "IT'S WHAT WE DO."

RECEIPT FOR DOCUMENTS FILED WITH THE COUNTY CLERK PRIOR TO EXTENSION OF TAXES

TAXING BODY City of Moline

- 1. _____ **Budget Appropriation Ordinance (35 ILCCS 200/18-50)**
Note: Must be filed within 30 days of adoption. Government Clerk certifies copy of budget. Chief Fiscal Officer certifies revenue estimate. Failure may result in property taxes not extended.
- 2. _____ **Certification of Budget & Appropriation Ordinance**
- 3. _____ **Certification of Estimated Revenues by Source**
- 4. _____ **Tax Levy (35 ILCS 200/18-15)**
- 5. _____ **Certification of Tax Levy**
- 6. _____ **Certification of Truth in Taxation Compliance (See Section 4) (35 ILCS 200/18-55 through 18-100)**
- 7. _____ **Annual Financial Report (fulfills Fiscal Accountability Report Card Requirement) (50 ILCS 310/6)**
- 8. _____ **Supervisor's/Treasurer's Annual Financial Reports**
- 9. _____ **Certificate of Publication**

- _____ **Tax Levy**
- _____ **Budget or Appropriation Ordinance**
- _____ **Truth in Taxation Certificate of Compliance**
- _____ **Annual Financial Report**
- _____ **Treasurer's Report**

10. X **Miscellaneous (indicate document filed)**

TIF Parcel 41st St
Ord. 3028-2012, 3029-2012, Levied Moline
County Clerk Seal 3030-2012 By: Deputy Clerk/Date 12/6/12

STATE OF ILLINOIS)
) SS
COUNTY OF ROCK ISLAND)

**CERTIFICATE OF VALUATION AND RECORDATION
OF REDEVELOPMENT PROJECT AREA AND
PROJECT INCREMENT AREA**

I, the undersigned, do hereby certify that:

(1) I am the duly qualified and acting County Clerk of the County of Rock Island, Illinois, and as such official:

(2) There has been filed in my office ordinances of the City of Moline, Illinois (the "City"), and adopted on the dates as follows:

1. Certified copy of Ordinance No. 3028-2012 "Approving the Tax Increment Redevelopment Plan and Project for the 41st Street Redevelopment Project Area" passed, approved and adopted December 4, 2012 and minutes of meeting approving same.
2. Certified copy of Ordinance No. 3029-2012 "Designating the 41st Street Redevelopment Project Area" passed, approved and adopted December 4, 2012 and minutes of meeting approving same.
3. Certified copy of Ordinance No. 3030-2012 "Adopting Tax Increment Financing for the 41st Street Redevelopment Project Area" passed, approved and adopted December 4, 2012 and minutes of meeting approving same.

which ordinances relate to tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act for the area of the City designated as a Redevelopment Project Area pursuant to such Act and described in such ordinances; and a copy of each of such ordinances have been deposited in the official files and records of my office.

(3) I do further certify that the total initial equalized assessed value of all taxable real property in said County included within the boundaries of that certain redevelopment project area (the "Area") designated as such by the Mayor and City Council (the "Corporate Authorities") of the City of Moline, Rock Island County, Illinois (the "City"), the City of Moline TIF District 9 Legal Description of which is attached hereto as Exhibit A, the City of Moline TIF District 9

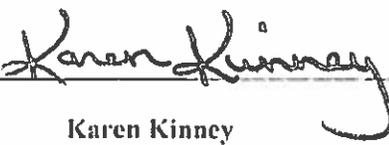
Boundary Map of which is attached hereto as Exhibit B is the sum of \$561,763. I do further certify that said total initial equalized assessed value was determined by adding together the equalized assessed value of each lot, block, tract or parcel of taxable real property within such Area; that the equalized assessed value so used in making such determination was that for the year 2011 as equalized by the Department of Revenue for the State of Illinois; and that such value was the most recently ascertained equalized assessed value at the time of passage of the ordinance of the City providing for tax increment allocation financing for redevelopment projects in the Area, all pursuant to the powers of the City under the Tax Increment Allocation Redevelopment Act, as amended, Division 74.4 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-74.4-1 through 11-74.4-11).

- (4) I do further certify that the Area has been duly recorded in the books and tax records of said County and the maps thereof spread upon the map books of said County used for tax purposes.

All of the foregoing appears from the books of assessment of said County now in my possession and pursuant to my duties under said Act.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of said County, as of this 12th day of December, 2012.

(SEAL)



Karen Kinney
County Clerk of the County of
Rock Island, Illinois

Council Bill/General Ordinance No. 3030-2012

Sponsor: _____

AN ORDINANCE

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

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

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

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

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

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

EXHIBIT A

TIF DESCRIPTION
41ST STREET REDEVELOPMENT PROJECT AREA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

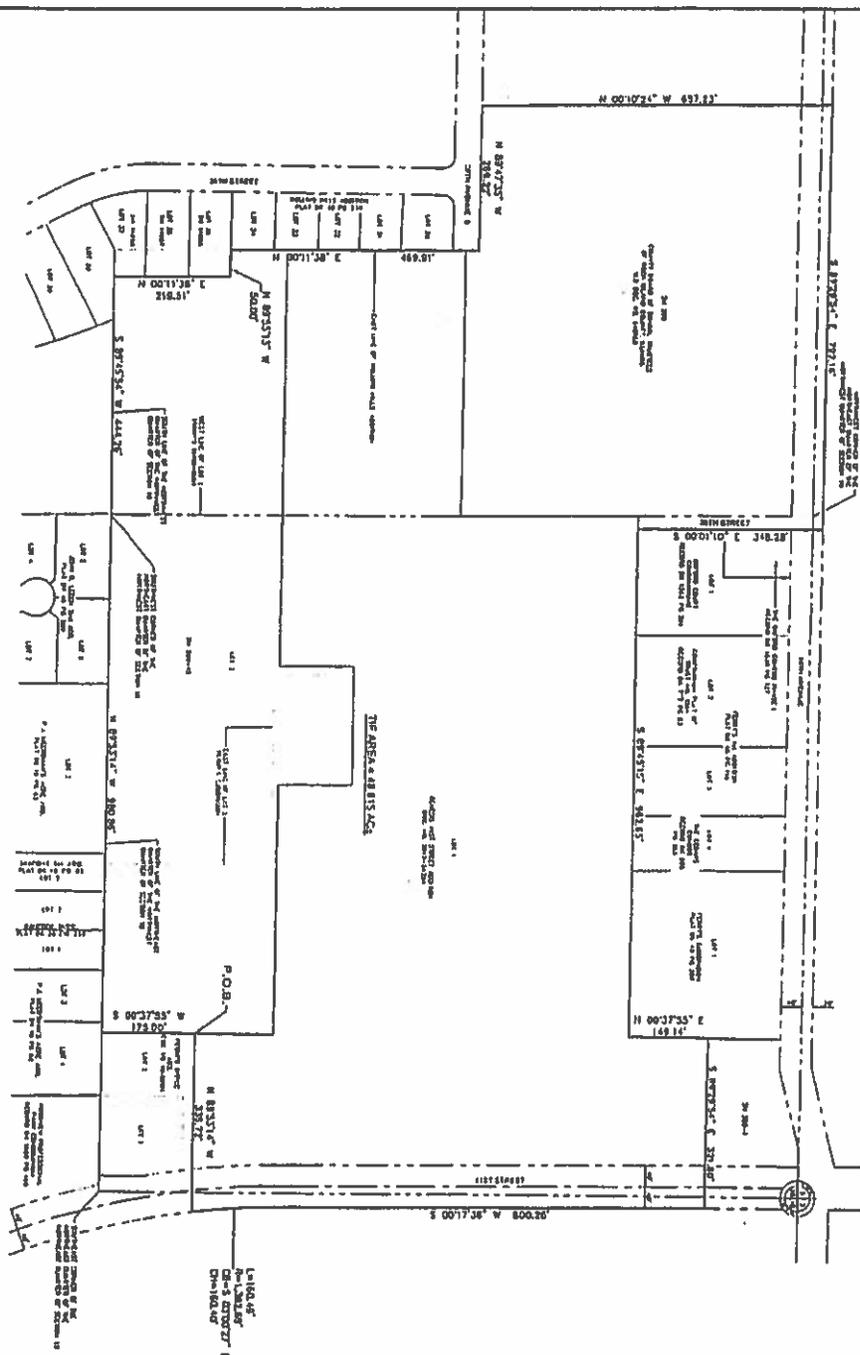
Thence South 89 degrees 29 minutes 54 seconds East along said northerly line and its easterly projection, a distance of 321.80 feet to the east right of way line of 41st Street;

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

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

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

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





 THE CITY OF MOLINE, ILLINOIS

 ECONOMIC DEVELOPMENT DIVISION

 JIM PATTERSON, DIRECTOR

 JIM PATTERSON

 400 N. 10TH STREET

 MOLINE, IL 61702

 PHONE: (309) 521-4333

THE DONOR(S) OF THIS TIF AREA IS/ARE:

 NORTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 17

 NORTH, RANGE 3 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF ILLINOIS,

 HANCOCK COUNTY, ILLINOIS

REVISIONS		
NO.	DESCRIPTION	DATE



Missman, Inc.

 Professional Engineers & Land Surveyors

Peoria, IL 61614 • Springfield, IL 62761 • Rockford, IL 61101 • Danvers, IL 61830

 309-699-4444 • 309-252-1100 • 309-792-1100 • 309-252-1100

 www.missman.com

41st STREET REDEVELOPMENT PROJECT

 MOLINE, ILLINOIS

TIF EXHIBIT

Issued For Project No.: _____

 Date: _____

 Prepared By: _____

 Checked By: _____

 Date: _____

Council Bill/General Ordinance No. 3030-2012

Sponsor: _____

AN ORDINANCE

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

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

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

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

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

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

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

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

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

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

CITY OF MOLINE, ILLINOIS

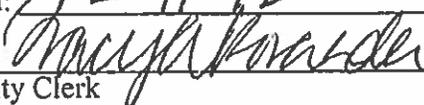


Mayor

Date 12/4/12

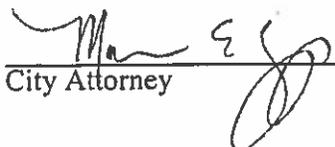
Passed: 12.4.12

Approved: 12.11.12

Attest: 

City Clerk

Approved as to Form:



City Attorney

EXHIBIT A

**TIF DESCRIPTION
41ST STREET REDEVELOPMENT PROJECT AREA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF ILLINOIS)
)
ROCK ISLAND COUNTY) SS

I, Tracy A. Koranda, City Clerk for the City of Moline, County of Rock Island, State of Illinois, do hereby certify that the foregoing Ordinance, General Ordinance 3030-2012 is a true and correct copy of the original Ordinance passed by the City Council of the City of Moline, Illinois, at a meeting duly convened and held on the 4th day of December, 2012.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the corporate seal of the City of Moline, Illinois, this 5th day of December, 2012.



Tracy A. Koranda
City Clerk

(Seal)



*City Clerk
Tracy A. Koranda*

619 – 16th Street
Moline, Illinois 61265

Phone: (309) 524-2004

E-Mail:
tkoranda@moline.il.us

December 5, 2012

To: Chris Mathias, Planning & Development

Re: CB 3028-2012, 3029-2012 & 3030-2012

I've attached two certified copies of the above Council Bills for recording with the County Recorder and for filing with the County Clerk.

Please provide me with copies of the recorded Council Bills and copies of the filing receipts to be attached to the original Council Bills.

Thank You,

Tracy A. Koranda

A handwritten signature in black ink, appearing to read "TK", is written over the printed name "Tracy A. Koranda".

**RECEIPT FOR DOCUMENTS FILED WITH THE COUNTY
CLERK PRIOR TO EXTENSION OF TAXES**

TAXING BODY City of Moline

- 1. _____ **Budget Appropriation Ordinance (35 ILCCS 200/18-50)**
Note: Must be filed within 30 days of adoption. Government Clerk certifies copy of budget. Chief Fiscal Officer certifies revenue estimate. Failure may result in property taxes not extended.
- 2. _____ **Certification of Budget & Appropriation Ordinance**
- 3. _____ **Certification of Estimated Revenues by Source**
- 4. _____ **Tax Levy (35 ILCS 200/18-15)**
- 5. _____ **Certification of Tax Levy**
- 6. _____ **Certification of Truth in Taxation Compliance (See Section 4) (35 ILCS 200/18-55 through 18-100)**
- 7. _____ **Annual Financial Report (fulfills Fiscal Accountability Report Card Requirement) (50 ILCS 310/6)**
- 8. _____ **Supervisor's/Treasurer's Annual Financial Reports**
- 9. _____ **Certificate of Publication**

- _____ **Tax Levy**
- _____ **Budget or Appropriation Ordinance**
- _____ **Truth in Taxation Certificate of Compliance**
- _____ **Annual Financial Report**
- _____ **Treasurer's Report**

10. X **Miscellaneous (indicate document filed)**

TIF 41st St

Ord. 3028-2012, 3029-2012,
County Clerk Seal 3030-2012

Jaxine M. [Signature]
By: Deputy Clerk/Date 12/6/12

STATE OF ILLINOIS)
) SS
COUNTY OF ROCK ISLAND)

**CERTIFICATE OF VALUATION AND RECORDATION
OF REDEVELOPMENT PROJECT AREA AND
PROJECT INCREMENT AREA**

I, the undersigned, do hereby certify that:

(1) I am the duly qualified and acting County Clerk of the County of Rock Island, Illinois, and as such official:

(2) There has been filed in my office ordinances of the City of Moline, Illinois (the "City"), and adopted on the dates as follows:

1. Certified copy of Ordinance No. 3028-2012 "Approving the Tax Increment Redevelopment Plan and Project for the 41st Street Redevelopment Project Area" passed, approved and adopted December 4, 2012 and minutes of meeting approving same.
2. Certified copy of Ordinance No. 3029-2012 "Designating the 41st Street Redevelopment Project Area" passed, approved and adopted December 4, 2012 and minutes of meeting approving same.
3. Certified copy of Ordinance No. 3030-2012 "Adopting Tax Increment Financing for the 41st Street Redevelopment Project Area" passed, approved and adopted December 4, 2012 and minutes of meeting approving same.

which ordinances relate to tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act for the area of the City designated as a Redevelopment Project Area pursuant to such Act and described in such ordinances; and a copy of each of such ordinances have been deposited in the official files and records of my office.

- (3) I do further certify that the total initial equalized assessed value of all taxable real property in said County included within the boundaries of that certain redevelopment project area (the "Area") designated as such by the Mayor and City Council (the "Corporate Authorities") of the City of Moline, Rock Island County, Illinois (the "City"), the City of Moline TIF District 9 Legal Description of which is attached hereto as Exhibit A, the City of Moline TIF District 9

Boundary Map of which is attached hereto as Exhibit B is the sum of \$561,763. I do further certify that said total initial equalized assessed value was determined by adding together the equalized assessed value of each lot, block, tract or parcel of taxable real property within such Area; that the equalized assessed value so used in making such determination was that for the year 2011 as equalized by the Department of Revenue for the State of Illinois; and that such value was the most recently ascertained equalized assessed value at the time of passage of the ordinance of the City providing for tax increment allocation financing for redevelopment projects in the Area, all pursuant to the powers of the City under the Tax Increment Allocation Redevelopment Act, as amended, Division 74.4 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-74.4-1 through 11-74.4-11).

- (4) I do further certify that the Area has been duly recorded in the books and tax records of said County and the maps thereof spread upon the map books of said County used for tax purposes.

All of the foregoing appears from the books of assessment of said County now in my possession and pursuant to my duties under said Act.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of said County, as of this 12th day of December, 2012.

(SEAL)


Karen Kinney
County Clerk of the County of
Rock Island, Illinois

Council Bill/General Ordinance No. 3030-2012

Sponsor: _____

AN ORDINANCE

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

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

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

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

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

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EXHIBIT A

TIF DESCRIPTION
41ST STREET REDEVELOPMENT PROJECT AREA

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

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

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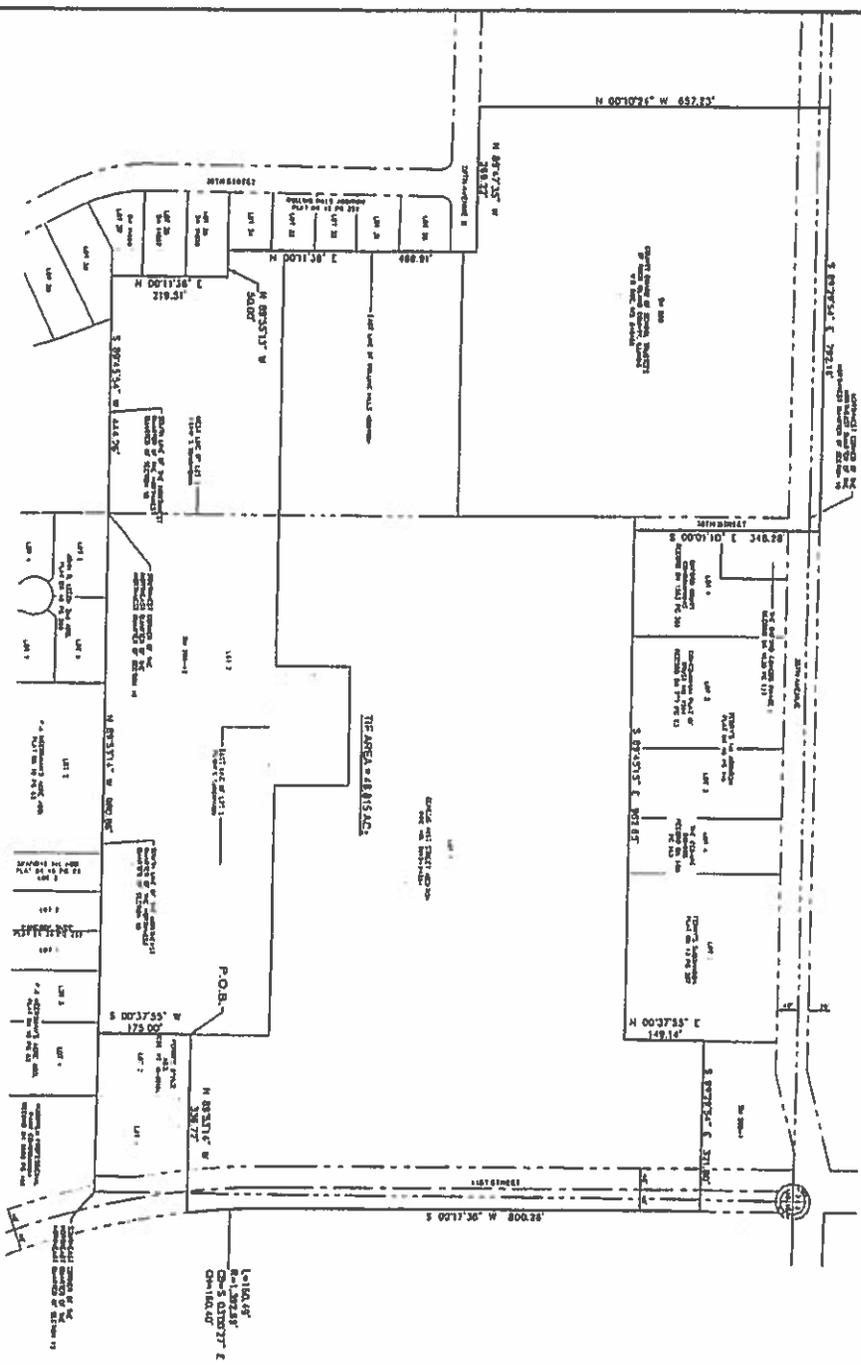
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The above described parcel contains 48.815 acres, more or less.



THE BOARD OF SUPERVISORS
 THE CITY OF MOLINE, ILLINOIS
 HAS BY RESOLUTION
 AUTHORIZED THE CITY ENGINEER
 TO EXECUTE THE FOLLOWING
 WORK:
 THE BOARD OF SUPERVISORS
 HAS BY RESOLUTION
 AUTHORIZED THE CITY ENGINEER
 TO EXECUTE THE FOLLOWING
 WORK:
 THE BOARD OF SUPERVISORS
 HAS BY RESOLUTION
 AUTHORIZED THE CITY ENGINEER
 TO EXECUTE THE FOLLOWING
 WORK:

Part of the Southeast Quarter of Section 2 and part of the
 Northwest Quarter and Northeast Quarter of Section 10, Township 17
 North, Range 1 West of the Fourth Principal Meridian, City of Moline,
 Moline, Illinois County, Illinois.

SCALE: 1" = 100'
 0' 100' 200'

THE BOARD OF SUPERVISORS
 THE CITY OF MOLINE, ILLINOIS
 HAS BY RESOLUTION
 AUTHORIZED THE CITY ENGINEER
 TO EXECUTE THE FOLLOWING
 WORK:

NO.	REVISIONS	DATE

Missman, Inc.
 Professional Engineers & Land Surveyors
 Peoria, Ill. • Bettendorf, IA • Rockford, IL • Spicerville, IL
 (309) 771-1644 • (319) 771-4000 • (815) 950-0400 • (618) 850-3015
 www.missman.com

41st STREET REDEVELOPMENT PROJECT
 MOLINE, ILLINOIS
TIF EXHIBIT
 Eastern Project INC
 C1320271
 File Name:
 Date of Issue:
 Field Book No.
 Drawn By: DAG
 Checked By: DAG
 Date: 10/26/2012
 Sheet 1 of 1

**CITY OF MOLINE TIF 9
41ST ST REDEVELOPMENT PROJECT
INITIAL EQUALIZED ASSESSED VALUES**

COUNT	PIN	PARCEL	TAX CODE	2011 FINAL VALUE*
1	17-10-108-002	SM-12585	05	25,255
2	17-10-108-004	SM-12586	05	22,334
3	17-10-108-005	SM-12587	05	35,290
4	17-10-100-006	SM-208-6	05	62,393
5	17-10-100-007	SM-208-7	05	62,390
6	17-10-100-010	SM-208-8-A	05	58,116
7	17-10-100-009	SM-208-8	05	9,697
8	17-10-100-003	SM-208-3	05	92,168
9	17-10-100-004	SM-208-12	05	6,950
10	17-10-100-011	SM-208-9	05	62,390
11	17-10-100-012	SM-208-11	05	62,390
12	17-10-100-013	SM-208-13	05	62,390
13	17-10-100-002	SM-208	05	0
			TOTAL	561,763

*2011 Final values after Township & State multipliers minus exemptions.

Council Bill/Resolution No. 1275-2012

Sponsor: _____

A RESOLUTION

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

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

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

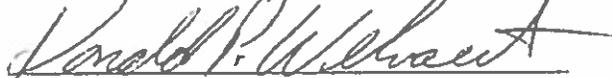
WHEREAS, the Development Agreement provides for a rebate of up to 15% of the total estimated project cost, and the rebate will reimburse the developer for increased costs of developing on the site as well as public infrastructure improvements and amenities; and

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

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

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

CITY OF MOLINE, ILLINOIS



Mayor

December 4, 2012

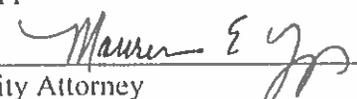
Date

Passed: December 4, 2012

Approved: December 11, 2012

Attest: 
City Clerk

Approved as to Form:


City Attorney

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

GENESIS HEALTH SYSTEM

THIS INDENTURE ("Agreement") made and entered into on this 4th day of December, 2012, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and Genesis Health System, an Illinois Nonprofit Corporation ("Developer").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

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

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

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

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

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

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

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

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

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

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

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

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

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

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

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

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

IV. WARRANTIES OF THE CITY.

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

V. WARRANTIES OF THE DEVELOPER.

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

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

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

VI. DEVELOPER'S INDEMNIFICATION.

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

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

VII. ENTIRE AGREEMENT.

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

VIII. ASSIGNMENT.

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

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

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

X. NOTICE OF DEFAULT.

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

XI. REMEDIES UPON DEFAULT.

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

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

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

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

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

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

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

XII. NON-DISCRIMINATION.

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

XIII. NOTICES.

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

TO CITY:	City Administrator and City Clerk 619 16 th Street Moline, IL 61265
WITH A COPY TO:	City Attorney 619 16 th Street Moline, IL 61265
TO DEVELOPER:	Florence Spyrow Genesis Health System 1227 East Rusholme Street Davenport, IA 52803

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

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

XIV. COUNTERPARTS.

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

XV. HEADINGS.

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

XVI. APPLICABLE LAW.

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

XVII. SEVERABILITY.

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

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

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

XIX. ASSURANCE OF FURTHER ACTION.

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

XX. DELAYED EXECUTION.

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

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

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

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

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

THE CITY OF MOLINE, ILLINOIS

GENESIS HEALTH SYSTEM

DATED: 12/5/12

DATED: 12/6-12

By: Donald P. Welvaert
Donald Welvaert, Mayor

By: Florence Spyrow
Florence Spyrow, Vice-President

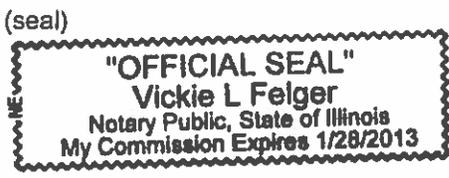
Attest: Tracy Koranda
Tracy Koranda, City Clerk

Approved as to form:

Maureen E. Riggs
Maureen E. Riggs, City Attorney

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

On this 5th day of December, 2012, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared DONALD WELVAERT and TRACY KORANDA to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the CITY OF MOLINE, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



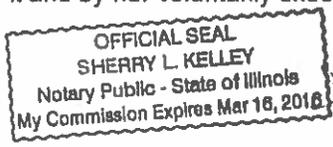
Vickie L. Felger
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF Rock Island)

SS:

On this 6th day of November, 2012, before me, a Notary Public in and for said County and State aforesaid, personally appeared Florence Spyrow to me personally known, who being by me duly sworn (or affirmed) did say that she is a Vice President of **GENESIS HEALTH SYSTEM**, and that said instrument was signed on behalf of the Corporation; Florence Spyrow acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by her voluntarily executed.

(seal)



Sherry L. Kelley
NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B
REDEVELOPMENT COSTS

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

- Acquisition and other Property Assembly Costs

- Development Services Design and Engineering Services

- Legal/Appraisal

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

- Reconstruction, rehabilitation, repair or remodeling

- And other items permitted by the Act

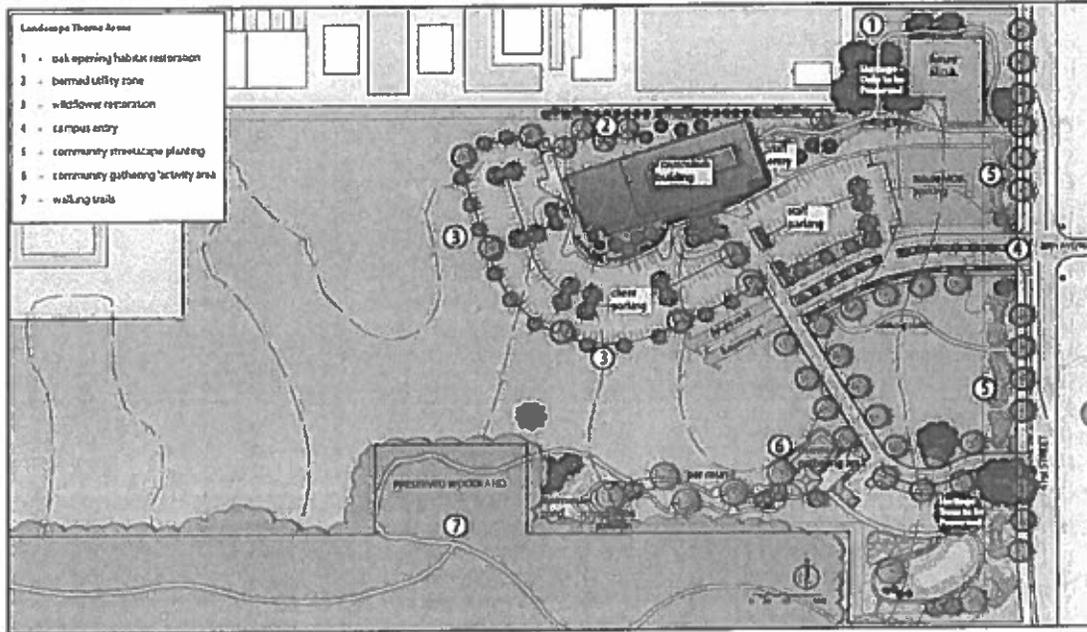
EXHIBIT C
ILLUSTRATIVE EXAMPLE OF FINANCIAL ASSISTANCE

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

* Last year of rebate is = to final payment only

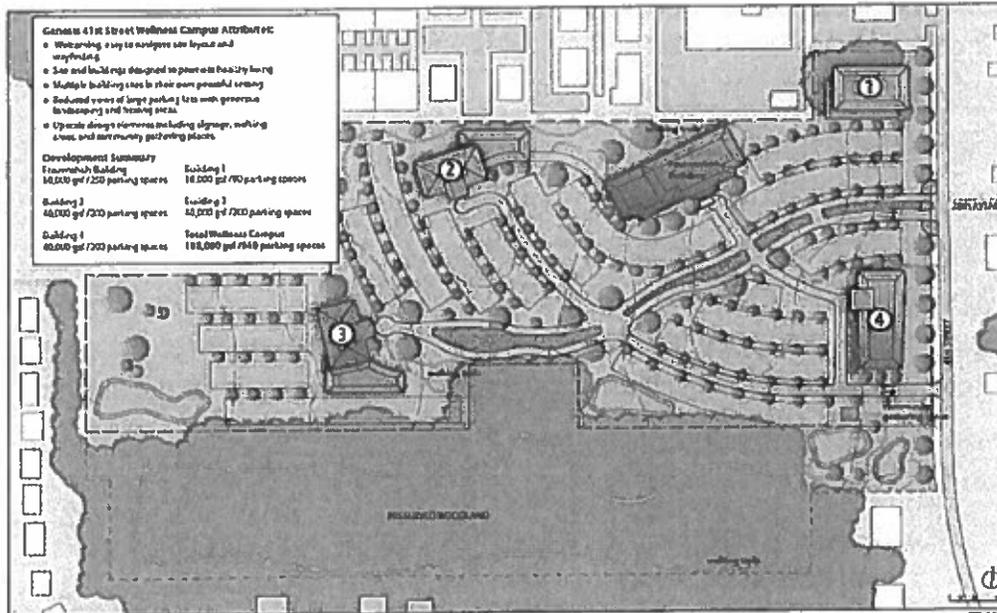
EXHIBIT D

SCHEMATIC OF PHASE I & SCHEMATIC OF TOTAL PROJECT



LANDSCAPE THEME AREAS
Genesis Medical Center - Illinois
41st Street Campus

08.20.2012
11781-00



WELLNESS CAMPUS MASTER PLAN
Genesis Medical Center - Illinois
41st Street Campus

08.20.2012
11781-00

EXHIBIT E
GENERAL ORDINANCE 98-7-4
(3 pages, attached)

Council Bill No. 98-180

General Ordinance

Sponsor _____

No. 98-7-4

AN ORDINANCE

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

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

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

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

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

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

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

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

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

I. Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

Council Bill No. 98-160

Ordinance No. 98-7-4

Page 3

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

Section 6 - That this ordinance shall be in full force and effect from and after passage; approval; and, if required by law, publication in the manner provided by law.

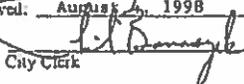
CITY OF MOLINE, ILLINOIS


Mayor

July 28, 1998
Date

Passed: July 28, 1998

Approved: August 4, 1998

Attest: 
City Clerk

Approved as to Form: 
City Attorney

2012-29239

KELLY FISHER
ROCK ISLAND COUNTY RECORDER
ROCK ISLAND, IL

RECORDED ON
12/07/2012 08:33M

REC FEE: \$32.50

BOOK: 0
PAGE: 0
PAGES: 2

Return to:
Law Dept.
City of Moline
619 16th Street
Moline, IL 61265

MEMORANDUM OF AGREEMENT

**CITY OF MOLINE, ILLINOIS, and
GENESIS HEALTH SYSTEM**

This will certify that a Development Agreement between the City of Moline, Illinois ("City"), and Genesis Health System ("Developer") was approved by the Moline City Council pursuant to City of Moline Council Bill/Resolution No. 1275-2012, adopted December 4, 2012.

The parties entered into the Development Agreement to facilitate the redevelopment of property for the Genesis 41st Street Wellness Project. The property includes parcel numbers 07-12585, 07-12586, 07-12587, 07-208-6, 07-208-7, 07-208-8-A, 07-208-8, 07-208-3, 07-208-12, 07-208-9, 07-208-11, 07-208-13, more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by this reference thereto.

To review the above-referenced Development Agreement in full, please contact the City Clerk's office, City of Moline, 619 16th Street, Moline, IL 61265; 309-524-2004.

CITY OF MOLINE, ILLINOIS,
a municipal corporation

By Maureen E. Riggs
Maureen E. Riggs
City Attorney

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maureen E. Riggs, City Attorney for the City of Moline, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and seal, this December 5, 2012.

Vickie L. Felger
Notary Public (seal)

Prepared by:
Maureen E. Riggs
City Attorney
City of Moline
619 16th Street
Moline, IL 61265
P: 309-524-2010
E: mriggs@moline.il.us



EXHIBIT A – LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

Thence North 00 degrees 37 minutes 55 seconds East along the east line of said Lot 1, a distance of 149.14 feet to the southwest corner of the Real Estate conveyed to Kent D. Lundt & Connie A. Lundt, recorded as Document Number 96-02560 in said Recorder's Office;

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

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

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

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

ATTACHMENT H

TIF 9
JOINT REVIEW BOARD REPORT

The Joint Review Board met September 25, 2012 as part of the process to create the 41st Street TIF District.

Joint Review Board Meeting
Tax Increment Financing Redevelopment Plan & Project
41st Street Redevelopment Project Area
September 25, 2012 11:36 a.m.

Minutes

Present:

Virgil Dueysen, Rock Island County
Mike Crotty, Public Member
Don Welvaert, Mayor
Lew Steinbrecher, City Administrator
Ray Forsythe, Planning & Development Director
Mike Weber, Peckham Guyton Albers & Viets
Fran Frutiger, Executive Assistant, Planning & Development

Absent:

South Moline Township, Connie Mohr-Wright
Moline School District #40, Dave McDermott (*joined meeting at 12:28 p.m.*)
Black Hawk College, Leslie Anderson
Metro Airport Authority, Bruce Carter
MetroLink, Jeff Nelson

1. Appointment for Chairperson

Motion by Mike Crotty, seconded by Virgil Dueysen, to nominate Mayor Welvaert as Chair. Mayor Welvaert accepted the nomination. Motion carried.

2. Appointment to take Minutes

Mayor Welvaert appointed Fran Frutiger, Executive Assistant, to take the official minutes of the meeting.

3. Recognition of Public Member

Mayor Welvaert appointed Mike Crotty as the Public Member to serve on the Joint Review Board.

4. Review Responsibilities of Joint Review Board

Mike Weber from Peckham Guyton Albers & Viets (PGAV) reviewed the responsibilities of the Joint Review Board for all members present.

5. Presentation regarding proposed TIF area and the Redevelopment Plan

Mike Weber reviewed the Tax Increment Redevelopment Plan with the Joint Review Board in regards to the boundaries and size of area, eligibility of area and findings, findings of need for TIF & other findings, financial impact, and review of TIF Ordinances. He then advised that the proposed Redevelopment Plan and Project for 41st Street qualified based on the following:

- a) The project area qualifies as a combination “conservation area” and “blighted area” pursuant to the definitions of these terms in Section 11-74.4-3 of the Act. As documented in the Plan, there are 3 or more qualifying factors that exist with respect to the improved land within the Area. Also, the vacant tracts located in the Area qualify under the “vacant land” criteria provided for under the definition of a blighted area;

- b) The Plan sets forth in writing the program to be undertaken including the appropriate documentation on estimated redevelopment project costs, satisfactory evidence that the Project Area, as a whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan;
- c) The implementation of the Plan will satisfy the objectives of the Act by removing the conditions that may lead to blight through the implementation of the redevelopment plan, and thereby enhance the tax bases of the taxing districts that extend into 41st Street Redevelopment Project Area.

6. Discussion and Recommendation of the Board to City Council

After a brief discussion, a motion was made by Mike Crotty to recommend approval of the TIF Redevelopment Plan and Project for 41st Street Redevelopment Project Area to the City Council. Motion **failed** for lack of a second.

7. Adjournment

There being no further business, the meeting adjourned at 12:05 p.m.

Mayor Welvaert reconvened the meeting at 12:28 p.m. with Dave McDermott from the Moline School District #40 attending the meeting.

A motion was made by Mike Crotty, seconded by Dave McDermott, to recommend approval of the TIF Redevelopment Plan and Project for 41st Street Redevelopment Project Area to the City Council. Motion carried 2-1 with Virgil Dueysen from Rock Island County voting nay.

There being no further business, the meeting adjourned at 12:33 p.m.

Respectfully submitted,

Fran Frutiger
Recording Secretary