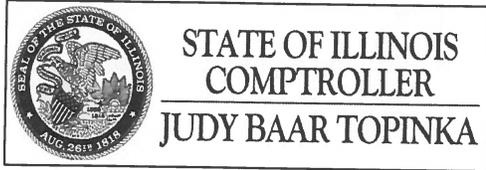


FY 2014  
ANNUAL TAX INCREMENT FINANCE  
REPORT



Name of Municipality: Moline Reporting Fiscal Year: **2014**  
 County: Rock Island Fiscal Year End: **12/31/2014**  
 Unit Code: 081-050-30

**TIF Administrator Contact Information**

First Name: Annaka Last Name: Whiting  
 Address: 619 16th Street Title: Compliance Analyst  
 Telephone: 309-524-2035 City: Moline Zip: 61265  
 Mobile \_\_\_\_\_ E-mail \_\_\_\_\_  
 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  
 Moline  
 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.]  
Annaka Whiting 5/28/15  
 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	2/9/2010	
TIF #7 Moline Business Park	6/21/2011	
Routes 6 & 150	12/4/2012	
41st Street/ Health Park	12/11/2012	
Southpark Mall	9/17/2013	
Multi-Modal Area	11/5/2013	
Riverbend Commons	11/5/2013	

\*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.]**

**FY 2014**

<b>Name of Redevelopment Project Area:</b>	Riverbend Commons
<b>Primary Use of Redevelopment Project Area*:</b>	Combination/Mixed
<b>If "Combination/Mixed" List Component Types:</b>	CBD/Retail/Residential
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b>	
<b>Tax Increment Allocation Redevelopment Act</b> <input checked="" type="checkbox"/>	<b>Industrial Jobs Recovery Law</b> <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)] <b>If yes, please enclose the amendment labeled Attachment A</b>	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)] <b>Please enclose the CEO Certification labeled Attachment B</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)] <b>Please enclose the Legal Counsel Opinion labeled Attachment C</b>		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)] <b>If yes, please enclose the Activities Statement labeled Attachment D</b>		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)] <b>If yes, please enclose the Agreement(s) labeled Attachment E</b>		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)] <b>If yes, please enclose the Additional Information labeled Attachment F</b>	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)] <b>If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G</b>	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)] <b>If yes, please enclose the Joint Review Board Report labeled Attachment H</b>		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)] <b>If yes, please enclose the Official Statement labeled Attachment I</b>	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)] <b>If yes, please enclose the Analysis labeled Attachment J</b>	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) <b>If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K</b>	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)] <b>If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L</b>	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)] <b>If yes, please enclose list only of the intergovernmental agreements labeled Attachment M</b>	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.

FY 2014

TIF NAME: Riverbend Commons

Fund Balance at Beginning of Reporting Period \$ (29,459)

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** \$ - 0%

**Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)** \$ 2,886,363

**Distribution of Surplus**

**Total Expenditures/Disbursements** \$ 2,886,363

**NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS** \$ (2,886,363)

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ (2,915,822)

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

**SURPLUS\*/(DEFICIT)(Carried forward from Section 3.3)** \$ (4,965,822)











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

FY 2014

TIF NAME: Riverbend Commons

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

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)

FY 2014

TIF NAME: Riverbend Commons

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 ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if <b>NO</b> projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
<b>ENTER</b> total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			
_____ <u>1</u> _____			
<b>TOTAL:</b>	<b>11/1/99 to Date</b>	<b>Estimated Investment for Subsequent Fiscal Year</b>	<b>Total Estimated to Complete Project</b>
Private Investment Undertaken (See Instructions)	\$ 22,000,000	\$ -	\$ 22,000,000
Public Investment Undertaken	\$ 3,300,000	\$ -	\$ 3,300,000
Ratio of Private/Public Investment	6 2/3		6 2/3

**Project 1: \*IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE**

The Mills at Riverbend Commons			
Private Investment Undertaken (See Instructions)	\$ 22,000,000		\$ 22,000,000
Public Investment Undertaken	\$ 3,300,000		\$ 3,300,000
Ratio of Private/Public Investment	6 2/3		6 2/3

**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

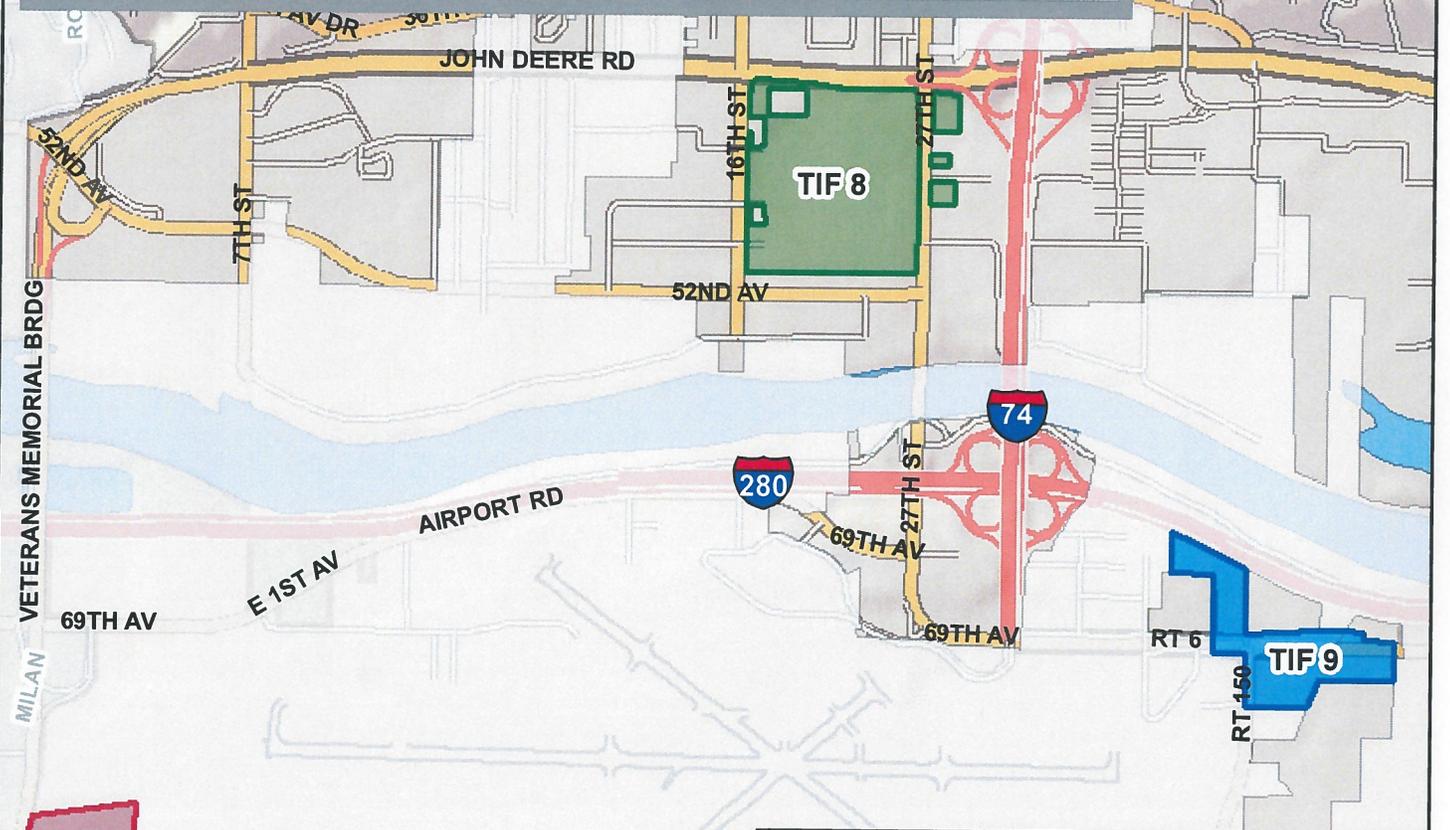
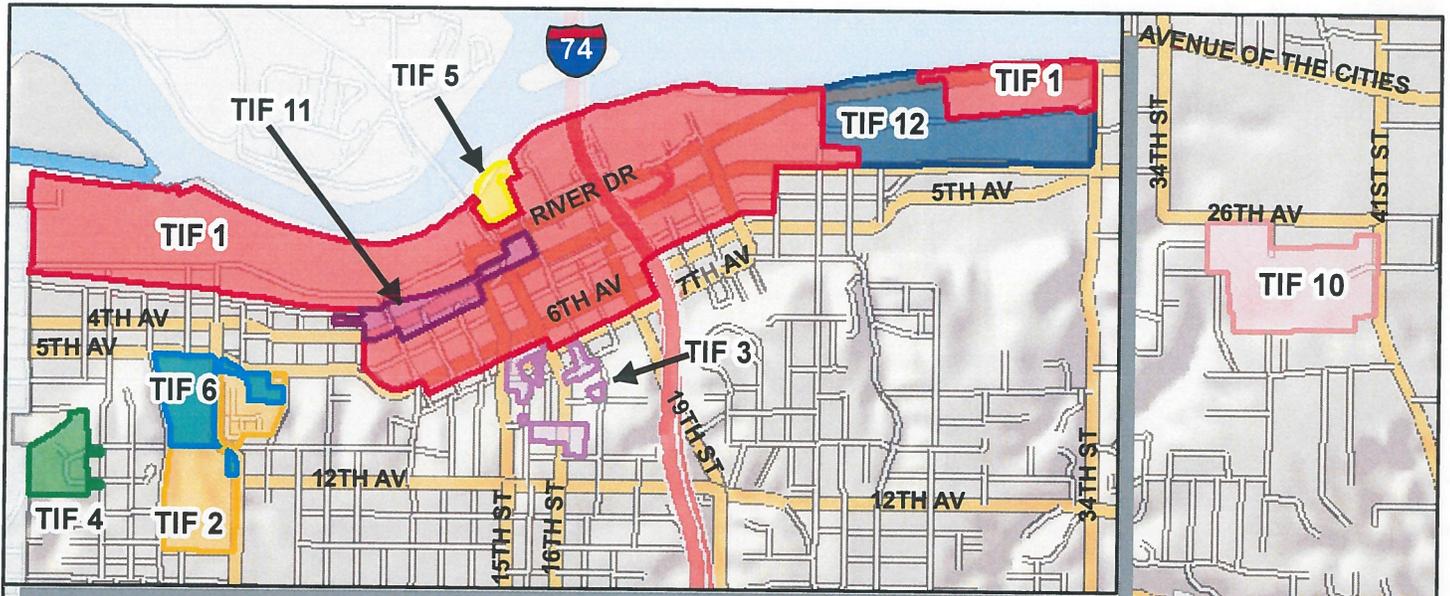
**Project 5:**

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





### City of Moline TIF Districts

Map Updated May 2015: City of Moline GIS Dept.

	TIF 1		TIF 2		TIF 3
	TIF 4		TIF 5		TIF 6
	TIF 7		TIF 8		TIF 9
	TIF 10		TIF 11		TIF 12

TIF 1-12

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 2014 (January 1 – December 31).

6-26-15

Date

Scott Raes

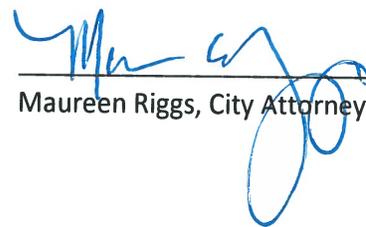
Scott Raes, Mayor

TIF 1-12

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 2014 (January 1 - December 31).

6.24.15  
Date

  
Maureen Riggs, City Attorney

**TIF – Riverbend Commons**

**ACTIVITIES STATEMENT**

- Deed of Dedication accepted for Utility Easement for Riverbend Commons 1<sup>st</sup> Addition
- Sole source purchase of two Flygt Pumps from Electric Pump for the Riverbend Commons Street Sanitary Sewer Pump Station.

**TIF - Riverbend Commons**

**2014 AGREEMENTS**

The following agreements were executed during this reporting fiscal year.

Council Bill/Resolution No.: 1070-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project No. 1207, Riverbend Commons Sanitary Sewer and Lift Station, in the amount of \$329,180.00.

WHEREAS, bids were publicly read aloud on April 22, 2014; and

WHEREAS, bids were solicited and Miller Trucking & Excavating, Inc. submitted the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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 contract with Miller Trucking & Excavating, Inc. for Project No. 1207, Riverbend Commons Sanitary Sewer and Lift Station, in the amount of \$329,180.00; provided, however, that said contract 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

Scott Raas

Mayor

May 13, 2014

Date

Passed: May 13, 2014

Approved: May 20, 2014

Attest: *Frank Horvath*  
City Clerk

Approved as to form:

*Maura E. J.*  
City Attorney

**CITY OF MOLINE  
CONTRACT**

THIS AGREEMENT, made and concluded this 9<sup>th</sup> day of June, A.D.,

2014, between **MILLER TRUCKING AND EXCAVATING, INC.** of **3303 JOHN DEERE ROAD, SILVIS, IL 61282**, hereinafter referred to as the "CONTRACTOR," and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the "CITY;"

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **THREE HUNDRED TWENTY NINE THOUSAND ONE HUNDRED EIGHTY AND NO/100 (\$329,180.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1207, RIVERBEND COMMONS SANITARY SEWER AND LIFT STATION** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the "City Council"), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4024-2013 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.state.il.us/agency/idol/rates/ODDMO/ROCK\\_ISL.htm](http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm).

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor's website at:

<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **THREE HUNDRED TWENTY NINE**

THOUSAND ONE HUNDRED EIGHTY AND NO/100 (\$329,180.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

MMA Trench and Excavating  
By: [Signature]

CITY:

CITY OF MOLINE, ILLINOIS

By: [Signature]  
Mayor  
Attest: [Signature]  
City Clerk

Approved as to form:

[Signature]  
City Attorney

Date: 6-4-14

Date: 6.9.2014

Performance Bond Attached     Certificate of Insurance Attached

PERFORMANCE, LABOR, MATERIAL AND MAINTENANCE BOND

BOND #B0373594

KNOW ALL MEN BY THESE PRESENTS: THAT MILLER TRUCKING & EXCAVATING, INC., as Principal, and CINCINNATI INSURANCE COMPANY, as Surety, are held and firmly bound to the City of Moline, Illinois, in the sum of THREE HUNDRED TWENTY NINE THOUSAND ONE HUNDRED EIGHTY AND NO/100 Dollars, (\$329,180.00) to be paid to the City of Moline, Illinois and for the lawful payment of said sum, we and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors, and assigns firmly by these presents. The condition of this bond is such that:

WHEREAS, the above-named principal did on the 06 day of MAY, 2014, enter into a contract with the City of Moline, Illinois for:  
PROJECT NO: 1207, RIVERBEND COMMONS SANITARY SEWER AND LIFT STATION

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract of his, its, or their part to be kept and performed, and faithfully comply with all of the laws of the State of Illinois and all of the ordinances of the City of Moline, Illinois, applicable to the aforesaid contract and this bond and conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated;
2. Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with construction with the work aforescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made shall have been so specified;
3. Maintain any public improvement installed or constructed under said contract from defective material or workmanship in said work for a period of one (1) year from the date of acceptance of said work.

Then this obligation shall be void, otherwise, it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of 30 ILCS 550/1 et seq. (Ill Compiled Statutes). Further, the principal and surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City of Moline will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or material furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Moline and the principal has been made.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work or because of extensions of time for the performances of the work and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extension of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right to sue upon such bond in the name of the City of Moline, Illinois for his use and benefit for the recovery of such payment. It is further agreed that no such suit shall be instituted until the expiration of one hundred and twenty (120) days after the date of the last item of work or the furnishing of the last item of materials except in the case where final settlement between the City of Moline and the contractor shall have been prior to the expiration of the 120-day period, in which case, action may be taken immediately

Following such final settlement; nor shall any action of any kind be brought later than six (6) months after the acceptance by the City of Moline of the work. Any person making claim as aforesaid, must provide notice of said claim as provided in 30 ILCS 550/2. However, defects in the notice shall not deprive the claimant of his right to action, unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party.

It is expressly agreed that this bond is also given as a guaranty against defective material or workmanship in the work covered by the contract and as a guaranty that all of said work shall remain in good condition for one year from the date of acceptance of same; provided no suit shall be commenced upon said guarantees more than one (1) year and forty-five (45) days following the acceptance of the said work.

In addition to any other remedies which may be had by the City of Moline, Illinois, under this bond, the City may, in case of default or abandonment of the contract herein before referred to, notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment, and within fifteen (15) days from said notice to notify the City of Moline of the intention to proceed toward completion of the improvements or to pay the City of Moline the value of the bond less the contract cost of the work completed on the date of notice by the City and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvements in accordance with the contract aforesaid; and, in the event of default on the part of the surety to proceed to complete as aforesaid, the City of Moline shall have the right:

A. To itself complete the work and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, etc., and all other ordinary and reasonable expenses in connection with completion of the work; or

B. At the election of the City of Moline, the City may relet the contract and the said City of Moline, Illinois, is hereby appointed and constituted trustee for and on behalf of the property owners affected by said contract to collect, and, if necessary, sue on behalf of such property owners for any loss they may sustain by reasons of the principal's default or abandonment of his aforementioned contract with the City.

Failure of the surety to provide notice to the City within fifteen (15) days from the date of notice of default of principal shall make the surety liable for the full value of damage to the City of Moline notwithstanding any limit on obligation contained hereinabove.

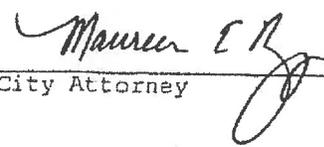
The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Rock Island County, Illinois, and the parties hereto expressly waive all rights to venue inconsistent herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 06 day of MAY, 2014, or have caused these presents to be executed by our authorized agent on the same day and year.

  
MILLER TRUCKING & EXCAVATION, INC.  
  
GENE KRISMANITS

ATT-IN-FACT

Approved as to Form:

  
City Attorney

THE CINCINNATI INSURANCE COMPANY

BOND#B0373594

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marc Engels; Joyce Elliott; Jeremy Richard; Gene Krismanits; René Unwin; Randy Schwanz; Lance Van Deest; Jim Wagner; Andy Schoonover; Mike Smith; Jim Behan; Dave Draminski

of Davenport, Iowa its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of October, 2008.



STATE OF OHIO ) ss:
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

On this 10<sup>th</sup> day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 06 day of MAY 2014



Gregory J. Schlemmer
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JA

DATE (MM/DD/YYYY)

05/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mel Foster Co., Inc. Insurance Department 3218 E. 35th Street Court Davenport, IA 52807 GENE H. KRISMANITS	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: MILLE-7			
INSURED MILLER TRUCKING & EXCAVATING INC 3303 JOHN DEERE ROAD SILVIS, IL 61282	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACUIITY A+ RATED		14184
	INSURER B: LIBERTY MUTUAL INS CO A-		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	K83168	01/01/2014	01/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COM/OP AGG	\$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY		K83168	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	K83168	01/01/2014	01/01/2015	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB	<input type="checkbox"/>				CLAIMS-MADE	AGGREGATE
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ WAIVED						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	K83168	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	PROPERTY		K83168	01/01/2014	01/01/2015		
B	EQUIPMENT		IM8742127	01/01/2014	01/01/2015	CARGO	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THE CITY OF MOLINE AND ITS EMPLOYEES, ACTING WITHIN THE SCOPE OF THEIR DUTIES, IS LISTED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY.  
 "NO CANCELLATION BEFORE THE EXPIRATION DATE OF THE POLICIES LISTED HEREIN ABOVE SHALL BE EFFECTIVE UNLESS THE HOLDER OF THIS CERTIFICATE HAS RECEIVED AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTIFICATION OF SAID CANCELLATION"

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF MOLINE 619 16TH STREET MOLINE, IL 61265	CITYMOL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

© 1988-2009 ACORD CORPORATION. All rights reserved.

**NOTEPAD:**

HOLDER CODE    CITYMOL    MILLE-7  
INSURED'S NAME    MILLER TRUCKING & EXCAVATING    OP ID: JA

PAGE 2  
Date 05/22/2014

THE CITY OF MOLINE AND ITS EMPLOYEES, ACTING WITHIN THE SCOPE OF THEIR DUTIES, IS LISTED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. "NO CANCELLATION BEFORE THE EXPIRATION DATE OF THE POLICIES LISTED HEREIN ABOVE SHALL BE EFFECTIVE UNLESS THE HOLDER OF THIS CERTIFICATE HAS RECEIVED AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTIFICATION OF SAID CANCELLATION". RE:1207, RIVERBEND COMMONS SANITARY SEWER AND LIFT STATION.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JA

DATE (MM/DD/YYYY)

05/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

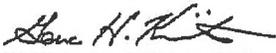
<b>PRODUCER</b> Mel Foster Co., Inc. Insurance Department 3218 E. 35th Street Court Davenport, IA 52807 GENE H. KRISMANITS		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #: MILLE-7</b>	
<b>INSURED</b> MILLER TRUCKING & EXCAVATING INC 3303 JOHN DEERE ROAD SILVIS, IL 61282	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: ACUITY A+ RATED</b>		14184
	<b>INSURER B: LIBERTY MUTUAL INS CO A-</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	K83168	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		K83168	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ WAIVED		K83168	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	K83168	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>PROPERTY</b>		K83168	01/01/2014	01/01/2015	
B	<b>EQUIPMENT</b>		IM8742127	01/01/2014	01/01/2015	CARGO 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 CERT HOLDER (CONTRACTOR) & 3 CORNERS DEVELOPMENT (OWNER) ARE LISTED AS  
 ADDITIONAL INSURED IN RESPECT TO THE GENERAL LIABILITY RE: 1207, RIVERBEND COMMONS SANITARY SEWER AND LIFT STATION PROJECT

<b>CERTIFICATE HOLDER</b>  MADISON CONSTRUCTION MATT NAGEL 15426 S 70TH CT ORLANDO PARK, IL 60462	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**TIF 1-12**

**JOINT REVIEW BOARD**

The Joint Review Board met on July 21, 2015 to discuss the 2014 Annual TIF Reports. Minutes from the meeting to follow.

**Joint Review Board**  
**July 21, 2015**  
**10:00 am**  
**Moline City Hall**  
**Committee-of-the-Whole Room**  
**619 – 16<sup>th</sup> Street**

---

**MINUTES**

**Joint Review Board (JRB) Representatives Present:**

Scott Raes, Mayor  
Lew Steinbrecher, City of Moline  
David McDermott, Moline School District  
Kim Lazenby, South Moline Township  
Dan Hance, Citizen Representative  
Richard Brunk, Rock Island County Board

**Interested Parties Registry Members Present:**

Sandy O'Neil

**Additional Persons Present:**

Dan Weber  
Dawn Neuses

**City of Moline Council Members Present:**

Stephanie Acri, Alderman-at-Large  
David Parker, Jr., 2<sup>nd</sup> Ward

**City of Moline Staff Present:**

Maureen Riggs, City Attorney  
Kathy Carr, Finance Director  
Ray Forsythe, Planning & Development Director  
Annaka Whiting, Compliance Analyst  
Anamaria Vera, Administrative Secretary

Mayor Scott Raes called the meeting to order at 10:00 a.m. Those present provided an introduction and Annaka Whiting, Planning & Development Compliance Analyst, following by providing a summary of the 2014 Annual TIF Reports.

Annaka Whiting indicated that she completed the reports and they were reviewed by Maureen Riggs, City Attorney. A spreadsheet and booklet summarizing each TIF was provided to those present. Ms. Whiting summarized each TIF District by providing the name, date established, expiration date, base EAV, current EAV, prior year EAV increase/decrease, beginning balance, deposits, expenditures, ending balance and a combined beginning balance, fund deposits, expenditures, and ending balance. Mr. Whiting also discussed specific information related to each TIF including bond proceeds, large

expenditures and changes in EAVs due to decrease in property values. Kathy Carr also noted that the citywide decrease in EAV's is expected to begin to increase in 2017, pursuant to a conversation with the Rock Island County Assessor's office.

Ray Forsythe noted that the booklets provided to all persons present contained summaries of each TIF district in addition to information relating to the 2014 Sales Tax Reports.

Richard Brunk inquired about the amount of the bond obligation in TIF #7. Ms. Whiting noted that the bond obligation with interest is \$11,060,902.00. Ms. Carr also noted that the 3 million dollar balance in TIF #7 has been allocated for future expenses.

David McDermott asked for an update on TIF #4 and the financial situation of Autumn Trails. Mr. Forsythe indicated the City is working with the bank to try to acquire the property, but have been unable to do so because the bank cannot locate one of the owners. Lew Steinbrecher stated that there are five vacant lots still within Autumn Trails and it is the City's desire to develop additional condos on those lots, however, the City would need to wait until the foreclosure is finalized before being able to proceed.

Mr. McDermott then asked whether there was any indication from Genesis about additional development within TIF #10, stating he was under the impression that the TIF had been created due to additional developments. Mr. Forsythe stated that Genesis anticipates developing an additional building once their current building is fully occupied. Mr. Forsythe noted that the current Genesis building is about 90% occupied.

Mr. McDermott inquired what the overall major expenditures are for all of the TIF districts. Mr. Forsythe stated that bonds and rebates accounted for most expenditures.

Kim Lazenby asked whether there were any additional tenants in the KONE building. Mr. Forsythe stated that they are currently the only tenant but do have commercial and restaurant space available, however, Financial District Properties has been unsuccessful in attracting businesses to their location. Mr. Steinbrecher noted that there is one condo occupied with a permit issued for development of a second condo within the building. Mr. Forsythe further noted there are also future plans to do a floor expansion within the KONE building.

Mr. McDermott asked for an update on The Mills at RiverBend Commons. Mr. Forsythe noted that The Mills is fully occupied with students and interns of Deere, KONE, and Alcoa and Phase II is expected to begin soon for additional market rate apartments.

Mr. Forsythe concluded by highlighting the following:

#### TIF #1

- A Jimmy Johns Development Agreement will be presented to Council this week
- Developers are beginning to look at second floor of downtown buildings to turn into apartments
- Skinner Block Lofts has 8 out 12 units occupied and will begin Phase II once the units are fully occupied
- Bad Boyz will expand as a part of Skinner Block Lofts' second phase, which will then be a taco and tequila bar

- The Chase building has been purchased and is considering either extended stay apartments or traditional apartments throughout the building

TIF #7

- A virtual spec building concept is being explored to hopefully get EAV generated within the QC Industrial Park area

TIF #8

- The removal of 250,000 sq.ft. has decreased the Southpark Mall EAV
- The EAV is expected to gradually increase with additional businesses moving to the area
- Southpark Mall anticipates John Deere Road access in 2016

TIF #11

- The City is advancing money to assist with the continued progress of the Multi-Modal Station with the anticipation of repayment once the State of Illinois passes a budget.
- The Westin Element hotel is expected to begin construction upon completion of the Historic Review

TIF #12

- Phase II of The Mills is set to begin for 150 additional market rate apartments

Mayor Raes Adjourned the Meeting at 10:27 am.