

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2015**

Name of Redevelopment Project Area:	Downtown
Primary Use of Redevelopment Project Area*:	Combination/Mixed
If "Combination/Mixed" List Component Types:	CBD/Industrial/Residential
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 from any source 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 taxes 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.

FY 2015

TIF NAME: Downtown

Fund Balance at Beginning of Reporting Period \$ (2,379,158)

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	\$ 2,601,359	\$ 40,728,434	45%
State Sales Tax Increment		\$ 4,292,087	5%
Local Sales Tax Increment		\$ 2,964,730	3%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 64,901	\$ 824,737	1%
Land/Building Sale Proceeds		\$ 91,667	0%
Bond Proceeds		\$ 30,780,000	34%
Transfers from Municipal Sources	\$ 108,906	\$ 8,325,877	9%
Private Sources		\$ 485,087	1%
Other (identify source _____; if multiple other sources, attach schedule)	\$ (27,220)	\$ 1,526,304	2%

*must be completed where current or prior year(s) have reported funds

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period \$ 2,747,946

Cumulative Total Revenues/Cash Receipts \$ 90,018,923 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 3,020,576

Distribution of Surplus

Total Expenditures/Disbursements \$ 3,020,576

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS \$ (272,630)

FUND BALANCE, END OF REPORTING PERIOD* \$ (2,651,788)

* 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) \$ (20,200,547)

SECTION 3.2 A

PAGE 3

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 3,020,576

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

FY 2015

TIF NAME: Downtown

FUND BALANCE, END OF REPORTING PERIOD \$ (2,651,788)

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
General Obligation Bond Series 2012C	\$ 7,350,000	\$ 5,295,383
General Obligation Bond Series 2012E	\$ 5,930,000	\$ 3,795,750
General Obligation Bond Series 2012G	\$ 3,120,000	\$ 2,353,392
General Obligation Bond Series 2012I	\$ 3,440,000	\$ 3,246,860

Total Amount Designated for Obligations \$ 19,840,000 \$ 14,691,385

2. Description of Project Costs to be Paid

Administrative Costs		\$ 2,108,192
Developer Rebates		\$ 749,182

Total Amount Designated for Project Costs \$ 2,857,374

TOTAL AMOUNT DESIGNATED \$ 17,548,759

SURPLUS*/(DEFICIT) \$ (20,200,547)

* 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)]

FY 2015

TIF NAME: Downtown

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

FY 2015

TIF NAME: Downtown

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 NO projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*. <u> 10 </u>			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 29,805,000	\$ -	\$ 29,805,000
Public Investment Undertaken	\$ 5,514,329	\$ 153,035	\$ 5,667,364
Ratio of Private/Public Investment	5 32/79		5 7/27

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

Project 1: Watermark Corners			
Private Investment Undertaken (See Instructions)	\$1,400,000	\$ -	\$1,400,000
Public Investment Undertaken	\$56,965	\$153,035	\$210,000
Ratio of Private/Public Investment	24 49/85		6 2/3

Project 2:

Project 2: Three Kings of Moline			
Private Investment Undertaken (See Instructions)	\$510,000	0	\$510,000
Public Investment Undertaken	\$90,000	0	\$90,000
Ratio of Private/Public Investment	5 2/3		5 2/3

Project 3:

Project 3: Reliance Building			
Private Investment Undertaken (See Instructions)	\$935,000	0	\$935,000
Public Investment Undertaken	\$165,000	0	\$165,000
Ratio of Private/Public Investment	5 2/3		5 2/3

Project 4:

Project 4: Stoney Creek Inn			
Private Investment Undertaken (See Instructions)	\$6,200,000	0	\$6,200,000
Public Investment Undertaken	\$3,800,000	0	\$3,800,000
Ratio of Private/Public Investment	1 12/19		1 12/19

Project 5:

Project 5: Uniform Den			
Private Investment Undertaken (See Instructions)	\$360,000	0	\$360,000
Public Investment Undertaken	\$90,000	0	\$90,000
Ratio of Private/Public Investment	4		4

Project 6:

Project 6: Gateway Lofts			
Private Investment Undertaken (See Instructions)	\$1,800,000	0	\$1,800,000
Public Investment Undertaken	\$183,064	\$0	\$183,064
Ratio of Private/Public Investment	9 5/6		9 5/6

Project 7:			
West Gateway			
Private Investment Undertaken (See Instructions)	\$2,500,000	\$ -	\$2,500,000
Public Investment Undertaken	\$314,300	\$ -	\$314,300
Ratio of Private/Public Investment	7 21/22		7 21/22

Project 8:			
Enterprise Lofts			
Private Investment Undertaken (See Instructions)	\$12,000,000	\$0	\$12,000,000
Public Investment Undertaken	\$200,000	\$0	\$200,000
Ratio of Private/Public Investment	60		60

Project 9:			
Phillips Lofts			
Private Investment Undertaken (See Instructions)	\$1,600,000	\$ -	\$1,600,000
Public Investment Undertaken	\$240,000	\$ -	\$240,000
Ratio of Private/Public Investment	6 2/3		6 2/3

Project 10:			
Berglund Flats			
Private Investment Undertaken (See Instructions)	\$ 2,500,000	\$ -	\$ 2,500,000
Public Investment Undertaken	\$ 375,000	\$ -	\$ 375,000
Ratio of Private/Public Investment	6 2/3		6 2/3

Project 11:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 12:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 13:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 14:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 15:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. ***even though optional MUST be included as part of complete TIF report**

SECTION 6

FY 2015

TIF NAME: Downtown

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area
Year redevelopment project area was designated

		Reporting Fiscal Year
	Base EAV	EAV
1986	\$ 27,153,391	\$ 46,057,373

List all overlapping tax districts in the redevelopment project area.
 If overlapping taxing district received a surplus, list the surplus.

The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
Rock Island County	\$ -
Moline Township	\$ -
City of Moline	\$ -
Moline School District #40	\$ -
Metropolitan Airport Authority	\$ -
Black Hawk College	\$ -
Rock Island County Metropolitan Transit Authority	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

SECTION 7

Provide information about job creation and retention

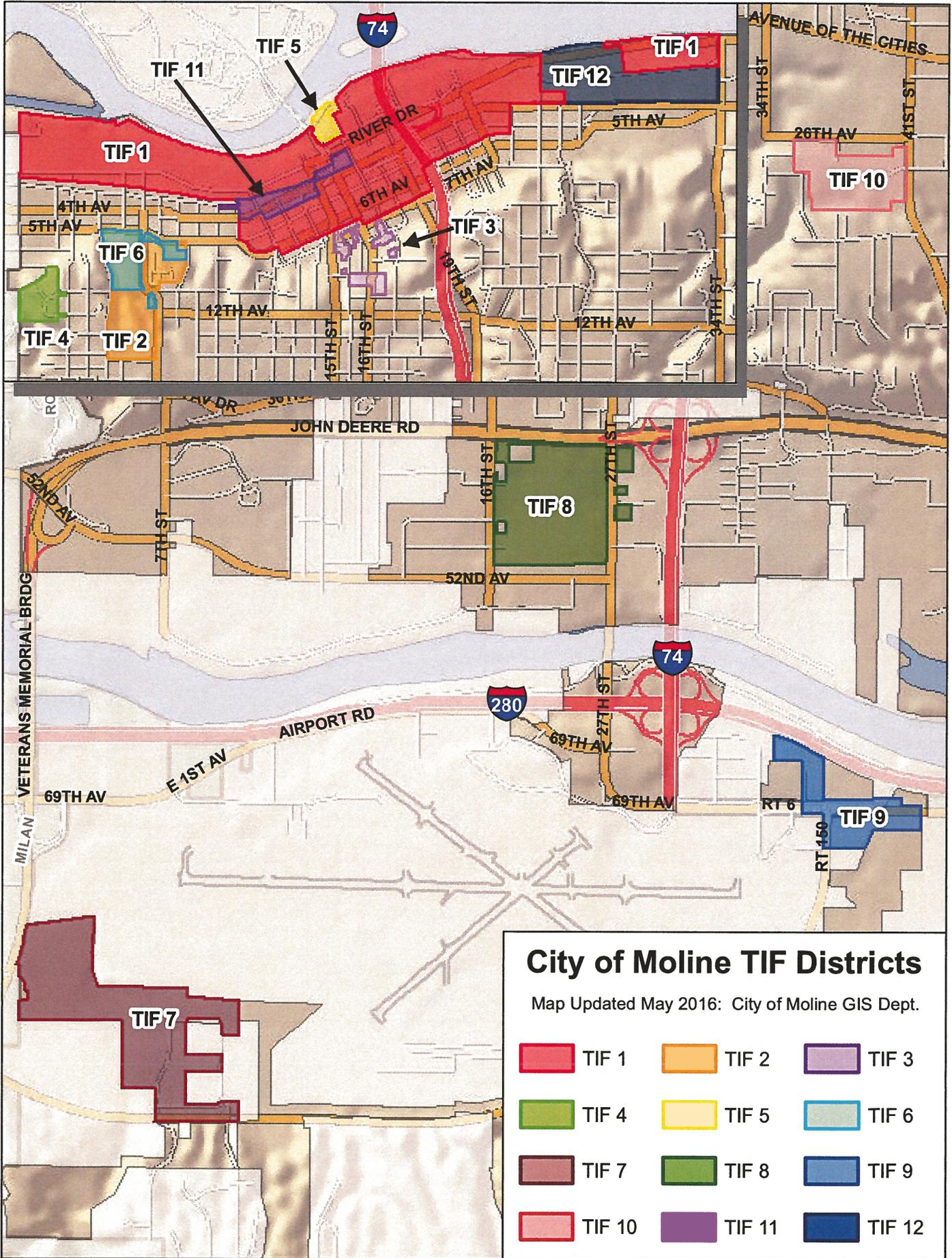
Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

--

Optional Documents	Enclosed
Legal description of redevelopment project area	No
Map of District	Yes



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 2015 (January 1 – December 31).

6/10/2016

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 2015 (January 1 - December 31).

6/9/10
Date

Maureen Riggs
Maureen Riggs, City Attorney

TIF 1

ACTIVITIES STATEMENT

- Funding provided to Functional Integrated Techniques Chiropractic & Massage located at 1611 5th Avenue through City Revolving Loan Program Funds
- Sale of the train depot located at 2021 River Drive to Illinois Department of Transportation
- Demolition of 1221 5th Avenue – Project No. 1234

Council Bill/Special Ordinance No. 4029-2015

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and M.J. Storm Investments, L.L.C. for the "Jimmy John's" project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said agreement.

WHEREAS, M.J. Storm Investments, L.L.C. ("Developer") seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property located at 1401-1403 5th Avenue, known as the Jimmy John's ("Project"); and

WHEREAS, the Project will consist of the redevelopment of the property into one renovated commercial space to house a Jimmy John's Gourmet Sandwiches franchise; and

WHEREAS, the City wishes to support the redevelopment within the Project through the granting of certain lawful incentives to Developer, including but not limited to those available through Tax Increment Financing ("TIF") pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the "Act" or the "TIF Act"); and

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City's architectural and social history thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Development Agreement are in the vital and best interest of the City and its residents.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Development Agreement between the City of Moline and M.J. Storm Investments, L.L.C., for

the Jimmy John's project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said agreement; 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.

Section 2 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Scott Rao
Mayor

8.4.2015
Date

Passed: 8.4.2015

Approved: 8.11.2015

Attest: Romylloranda
City Clerk

Approved as to Form:

Maura E. S.
City Attorney

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

M.J. STORM INVESTMENTS, L.L.C.

"JIMMY JOHNS"

THIS INDENTURE ("Agreement") made and entered into on this 4th day of AUGUST, 2015, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and M.J. Storm Investments, L.L.C., an Illinois Limited Liability Company, duly registered to do business in the State of Illinois. ("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 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 Performance-Based Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) located at 1401-1403 5th Avenue; to be known as the Jimmy John's; and

WHEREAS, the Redevelopment Project shall consist of the following elements:

- i. Rehabilitation of 1401-1403 5th Avenue into 1 renovated commercial space to house a Jimmy John's Gourmet Sandwiches franchise;
- ii. Paving of the existing gravel parking area to accommodate at least 12 spaces;
- iii. Enter a lease agreement with JJs of Macomb, Inc. to open and operate a Jimmy John's Gourmet Sandwiches franchise.

The foregoing elements of the Jimmy John's Project shall hereinafter be collectively referred to as the "Redevelopment Project" unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel number 08-5521, which is more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by this reference thereto; and

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City's architectural and social history, thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; and

WHEREAS, it is necessary for the successful completion of the Project that the City enter into this Performance-Based Development Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein and as this Performance-Based Development Agreement may be supplemented and amended from time to time; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand housing 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. 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 extend beyond December 31, 2021, which is the expiration of the property tax TIF district.

The estimated total project cost for the Redevelopment Project is Two Hundred Forty One Thousand Nine Hundred Sixty Six Dollars and 20/100 (\$241,966.20). Fifteen percent (15%) of the total project cost equals Thirty Six Thousand Two Hundred Ninety Four Dollars and 93/100 (\$36,294.93). In no event shall the maximum total assistance ever exceed Thirty Six Thousand Two Hundred Ninety Four Dollars and 93/100 distributed from the property tax rebate. 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 distributed from the property tax rebate will be reduced by twenty percent (20%).

Both parties acknowledge that the Tax Increment Financing District expires in 2021 and that there may not be the full increment generated prior to the expiration of the TIF to reach 15% of the total project cost. It is understood that the City is under no obligation to provide additional revenue sources to meet the 15% rebate indicated above.

- B. Property Tax Rebate. The City shall pay through its TIF Fund to Developer the net incremental annual real estate taxes once collected by the City as follows:

100%: 2016 – 2021 or until the final payment is made or the TIF District expires in 2021, it being understood that should the Maximum TIF Payment be paid prior to the dates listed on this schedule than no additional amount will be due or owing from the City. In no event will any payment be made after 2021.

The net incremental annual real estate taxes paid to the City shall be reimbursed to the Developer only to pay for eligible redevelopment expenses allowed under the Act (65 ILCS 5/11-74.4-3) as illustrated in Exhibit C, "TIF Eligible Expenses," attached hereto and incorporated herein by this reference, subject to the maximum identified in I.A. above.

The base year for computation purposes of the net incremental annual real estate taxes is agreed to be 2015, and the base Equalized Assessed Valuation (EAV) for the base year 2015 for parcel 08-5521 is Thirty Nine Thousand Three Hundred Forty Seven Dollars (\$39,347.00). The property

tax rebate period will start with assessment year 2016 and payment year 2017. The 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. The Incremental Real Estate Taxes generated will be paid to the Developer for the particular year in question as set forth above.

Developer agrees to pay property taxes for the Property when due and payable and understands and agrees that failure to pay property taxes for the Property in a timely manner will render the City's rebate obligation null and void. Developer further agrees that the total rebate paid is limited to the increment generated by the project and paid to the City's TIF Account and may not be the amount identified in Section I.A. above. An illustrative example of the payments called for under this paragraph is shown in Exhibit D attached hereto and by this reference made a part hereof. The parties agree that the figures shown in Exhibit D are for illustrative purposes, and the actual payments to be made in any given year may be less than the amount shown or may be \$0 depending upon the actual experience.

- C. 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 expenses (see Exhibit C) incurred or incidental to the Redevelopment Plan and Redevelopment Project.
- D. Final Payment. Upon final payment of the amount specified in paragraph I.A., above, or upon making the final payment as specified in I.B. above, 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.
- E. 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.
- F. Enterprise Zone Benefits. The City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. The

City will cooperate and assist the Developer in its application for all Enterprise Zone benefits, if any, but the City does not warrant or assure or guarantee that any such benefits will be available to the Developer.

- 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.
- I. Garbage Dumpsters. City agrees to provide to Developer an addition to the existing dumpster area in the northern edge of parking lot "U" as long as Developer coordinates with the City's Public Works Department as to the location, size and design, which will need to be consistent with the existing structure. City shall construct the addition at its cost and bill the Developer for the actual amount. It is estimated to cost Six Thousand Four Hundred Forty Dollars (\$6,440) and the proposal plans are attached as Exhibit "E". Developer shall agree, by separate written agreement, to keep its assigned area clean and well-maintained and to assume sole responsibility for the specific area where its dumpster is located. Should the existing dumpster area need to re-located for any reason, City will coordinate with Developer to find an alternative site that is acceptable to both parties.

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 project elements in accordance with the Development Timetable attached hereto and incorporated herein by reference as Exhibit B:
 - i. Rehabilitation of 1401-1403 5th Avenue into 1 renovated commercial space to house a Jimmy John's franchise;
 - ii. Paving of the existing gravel parking area to accommodate at least 12 spaces;

iii. Enter a lease agreement with JJs of Macomb, Inc. to open and operate a Jimmy John's Gourmet Sandwiches franchise.

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. Further, Developer warrants that the City Code Compliance Manager or Building Official and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the City Code Compliance Manager or Building Official and Fire Chief.

D. Assessed Valuation. Developer agrees not to appeal the annual assessed valuation of the Property as determined by the Moline Township Assessor until the expiration of this TIF district, provided that any such assessment is consistent with that of comparable properties within the City's Tax Increment Financing District #1.

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 Performance-Based 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 Limited Liability Company duly organized and existing under the laws of the State of Illinois and duly authorized to do business in 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, 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.

The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this Project. Payment of Prevailing Wage and compliance with the Prevailing Wage Act, if required, is the sole responsibility of Developer, and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.

VII. ENTIRE AGREEMENT.

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

VIII. ASSIGNMENT.

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

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

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

X. NOTICE OF DEFAULT.

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

XI. REMEDIES UPON DEFAULT.

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

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

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be

extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

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

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

XII. NON-DISCRIMINATION.

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

XIII. NOTICES.

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

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

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

TO DEVELOPER: M.J. Storm Investments, L.L.C.
100 17th Street, Suite 405
Rock Island, IL 61201

COPY TO: Francis J. Coyle, Jr, Agent
208 18th Street, Suite 204
Rock Island, IL 61201

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.

XXII. TERM.

This Agreement shall be in full force and effect from and after execution hereof by the last party to execute same and shall remain in full force and effect to and until the later of (i) December 31, 2021 and (ii) the final net incremental annual real estate property tax payment generated under the TIF Ordinances for TIF eligible Project costs have been received by Developer.

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

THE CITY OF MOLINE, ILLINOIS

M.J. Storm Investments, L.L.C.

DATED: 8.4.2015

DATED: 7/10/15

By: Scott Raes
Scott Raes, Mayor

By: [Signature]

By: _____

Attest: Tracy Koranda
Tracy Koranda, City Clerk

Approved as to form:

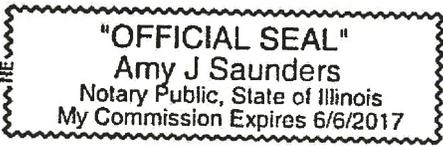
Maureen E. Riggs
Maureen E. Riggs, City Attorney

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND) SS:

On this 4th day of August, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **Scott Raes 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.

Amy J Saunders
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND)

SS: 

On this 10th day of JULY, 2015, before me, a Notary Public in and for said County and State aforesaid, personally appeared MATT STERN to me personally known, who being by me duly sworn (or affirmed) did say that they are the Managers of **M.J. Storm Investments, L.L.C.**, and that said instrument was signed on behalf of the Corporation; MATT STERN acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.

Anamaria M Vera
NOTARY PUBLIC

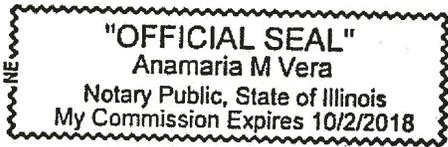


EXHIBIT A
LEGAL DESCRIPTIONS

The West Forty (40) feet of Lot Number Five (5) in Block Number Twenty-six (26) in the Old Town (now City) of Moline; situated in the City of Moline; situated in the County of Rock Island, in the State of Illinois.

EXHIBIT B

DEVELOPMENT TIMETABLE

Begin Construction on 1401-1403 5 th Avenue	Upon approval of Performance-Based Development Agreement by City Council
Opening of a Jimmy John's franchise	3 months after approval of Performance-Based Development Agreement by City Council

EXHIBIT C
TIF ELIGIBLE EXPENSES

Expenses 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 D
ILLUSTRATIVE EXAMPLE OF REBATE

Jimmy Johns
ESTIMATED INCREMENT WORKSHEET
7/2/2015

Total Project Cost \$ 232,148.70
Current Market Value \$ 118,041.00
EAV Estimate at Completion \$ 303,759.96 Fair Market Value (85% of project cost) exluding Market Value)
\$ 34,822.31 Rebate Amount (15% of Total Project Cost)

ID #	Address	Total Fair Market Value (FMV)	EAV (2015)	*base* EAV (1986)	New EAV	*Project Increment	2015 Tax Rate 9.0085	Development Increment
1	5521 1401-1403 5th Ave	\$ 303,759.96	\$ 39,347.00	\$ 15,781.00	\$ 181,251.31	\$ 61,906.32	9.3085	\$ 5,762.55
		\$ 303,759.96	\$ 39,347.00	\$ 15,781.00	\$ 181,251.31	\$ 61,906.32		\$ 5,762.55

REBATE ESTIMATE WITH REVISED SCHEDULE						
No. Of Yrs.	Assmt Yr	Payable Yr	Net Prop. Tax Incre.	Prop. Tax Rebate	% Dev't. PTX Rebate	
1	2016	2017	\$5,762.55	\$5,762.55	100%	
2	2017	2018	\$5,877.80	\$5,877.80	100%	
3	2018	2019	\$5,995.36	\$5,995.36	100%	
4	2019	2020	\$6,115.26	\$6,115.26	100%	
5	2020	2021	\$6,237.57	\$6,237.57	100%	
6	2021	2022	\$6,362.12	\$4,835.36	76%	
Total			\$34,350.86	\$34,823.90		

**EXHIBIT E
DUMPSTER ESTIMATE**

LOVEWELL FENCING, INC.

21060 HOLDEN DRIVE
DAVENPORT, IOWA 52806
PHONE (563) 391-7025
FAX (563) 391-4005

PROPOSAL AND CONTRACT

Date 7-1-15

To: City of Moine, IL
3635 4th Ave
Moine, IL 61265
Attn: Rodd

Re: Bier Stubbe Lot
Dumpster Enclosures

SPECIFICATION	1	2	3
FABRIC			
SALVAGE			
FABRIC HEIGHT			
GAUGE			
MESH			
OVERALL HEIGHT			
TOP RAILS			
LINE POSTS			
TERMINAL POST			
GATE POSTS			
BARB WIRE			
CENTER RAIL			
BRACING			
BOTTOM			
GATE FRAME			
HINGES			
TIES			
MISC			

	L.F.	STRETCHES	TERMINAL	GATE POST
1				
2				
3				

_____ GATES _____ FT WIDE
 _____ GATES _____ FT WIDE
 _____ GATES _____ FT WIDE
 _____ GATES _____ FT WIDE

Install new addition to dumpster corrals \$ 6,440.00
 Add 1 - 20' double swing gate.
 Install 13' of new 7' high wood fence

SCOPE OF WORK:

This bid includes material and labor to install the above proposed footage of fence and gates

Sales tax is not included in bid.
 Prevailing Wages are included in bid.
 All posts & gate frames to be powder coated black.
 Painting of wood fence by others.

Bond and AGC Dues are NOT included in our bid

TERMS AND CONDITIONS

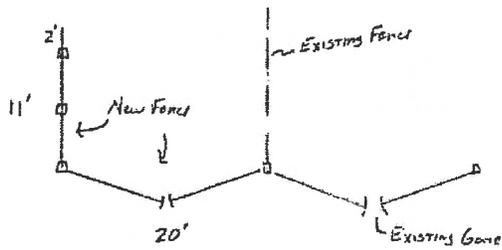
- The customer shall furnish space near the site of the fence construction for storage of contractor's equipment and materials.
- INSURANCE:** Any special provisions in your contract which require additional insurance costs, will be added to our bid. Our insurance coverage is:
 General Liability \$1,000,000 Occurrence
 Commercial Auto Liability \$1,000,000 Combined Limit
 Umbrella / Excess Liability \$5,000,000 Occurrence
 Worker's Compensation / Employers Liability Statutory / \$100,000 / \$500,000 / \$100,000
NOTICE: Contracts that contain Waiver of Subrogation, Primary & Noncontributory - Additional Insured & Amendment of personal injury language will either be stricken from the contract or result in additional contract costs.
- Work as provided in the contract shall be done during regular working hours unless otherwise specified.
- The customer shall prevent other workmen from interfering with the contractor.
- The customer is solely responsible for any errors, in the location of any fences constructed and said location shall be clearly marked by the customer. Customer must locate underlying cables and pipes.
- The customer is solely responsible for any errors, in the location of any fence constructed by the contractor.
- If the offer does not provide for any grading work or other work which is necessary because of the fence installation unless specified in this offer.
- Contractor reserves the right to charge the customer an amount about the total cost reflected in this offer for any fence post holes were more than 50% of the hole must be cut through solid rock or hard packed rock.
- No prorate charge of any kind shall be charged against the contractor unless previously agreed to in writing.
- Light, heat, power and elevator service shall be furnished by the customer to the contractor without expense.
- In the event of damage to the premises, whether by theft, fire, water or other disaster, all materials actually erected or stored on the premises are there at the customer's risk.
- The contractor is not responsible for delays caused in the performance of the work herein which are caused by delays or matters caused by strikes, fires, accidents, car shortages, embargoes or other conditions beyond the control of the contractor.
- In the event that it becomes necessary for the contractor to enlist the services of an attorney to collect from the customer the amount due under this contract, the customer shall pay reasonable attorney's fees incurred in collecting said amount.
- The offer herein becomes null and void if not accepted within 30 days of the proposal date. If the completion of the work required in this contract is unreasonably delayed by the customer, the customer will be responsible for any increases in the cost of material and labor incurred by the contractor because of said delay.
- No fencing inside of building.
- No electric gate operators unless specified in bid.
- No electrical work included in bid.
- If hazardous chemicals are encountered on site this contract is null and void.
- Payment terms as stated on invoice.

The above proposal is prepared solely by the City of Davenport, Iowa. If this proposal is signed by an agent of Lovewell Fencing, Inc. said proposal shall become an offer to perform. The work provided herein for the estimate is not to be used in the proposal. The customer shall accept this offer by Lovewell Fencing, Inc. by signing this estimate proposal and shall become a binding contract between Lovewell Fencing, Inc. and the customer and shall be given the full legal effect of a binding contract. This written contract shall be deemed to contain the entire agreement between the parties and no verbal agreement will be considered a bid.

Lovewell Fencing, Inc.
 By: *[Signature]*

Accepted by: _____

Bien Struble Lot



Council Bill/Resolution No. 1143-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with Spiegel Moving & Storage, Inc., an Illinois corporation, for property located at 202 20th Street, Moline, Illinois; and

AUTHORIZING City staff to do all things necessary to complete said purchase pursuant to the terms of the Agreement.

WHEREAS, the City wishes to acquire the property located at 202 20th Street, Moline, Illinois; and

WHEREAS, Spiegel Moving & Storage, Inc., an Illinois corporation, is the owner of the property and has agreed to sell and convey said property to the City for \$303,500.00 pursuant to the terms and conditions set forth in the Agreement.

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 an Agreement for Sale of Real Estate with Spiegel Moving & Storage, Inc., an Illinois corporation, for property located at 202 20th Street, Moline, Illinois (Parcel Number 08-8243), for \$303,500.00; 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.

BE IT FURTHER RESOLVED that the same officials are hereby authorized to execute all necessary documents referenced therein; and all appropriate City officers and staff are further authorized to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referenced in said Agreement.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage.

CITY OF MOLINE, ILLINOIS

Scott Reas
Mayor

December 1, 2015
Date

Passed: December 1, 2015

Approved: December 8, 2015

Attest: Tracy Brander
City Clerk

Approved as to Form:
Maurice J. [Signature]
City Attorney

**POST-CLOSING POSSESSION AGREEMENT
FOR: 202 20th Street, MOLINE, ILLINOIS**

WHEREAS, the undersigned, **SPIEGEL MOVING & STORAGE, INC.**, an Illinois corporation, (hereinafter "**Seller**"), and the **CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Buyer**"), are the parties to a certain Agreement for Sale of Real Estate, dated the 20th day of November, 2015, pertaining to the above referenced property; and 1st December

WHEREAS, the Buyer has agreed to allow Seller to remain in possession of the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "**Property**"), and commonly known as 202 20th Street, Moline, Illinois, after the closing; and

WHEREAS, the parties have reached agreement on terms for Seller to remain in possession post-closing and set forth those terms in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Seller will be permitted to retain possession of the subject premises from the date of closing until May 31, 2016. By 5:00 p.m. on May 31, 2016, Seller's operation shall cease and all associated personal property, inventory and equipment shall be vacated from the Property.
2. Prior to acceptance of possession, Buyer will be afforded a second "walk through" for determining compliance with this Agreement.
3. Seller will maintain the Property in good repair and will not purposefully damage or destroy the Property in any way. If Seller wishes to replace any damaged or inoperable equipment, appliances, fixtures, systems, or other personal property, he shall bear all costs. Seller shall retain possession of all equipment, appliances, fixtures, systems during the time that Sellers retain possession.
4. Possession of the Property must be delivered to Buyer by 5:00 p.m. on May 31, 2016, and, at such time, Seller shall have removed all personalty from the Property, vacated the Property, and delivered any remaining keys to Buyer.
5. From the date of closing, Buyer and its agents and representatives shall be entitled to inspect, test and examine the Property, which includes, but shall not be limited to, making investigation with regard to environmental requirements and environmental assessments such as Phase I environmental assessments, asbestos inspections, and, if Buyer deems necessary, Phase II environmental assessments. Neither Buyer nor any of its agents or representatives shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer's sole cost and expense.
6. Seller agrees to occupy the Property at Seller's sole risk and expense. Seller will

indemnify, defend, and hold harmless Buyer from all costs, suit, or expense, including injuries or damages, arising out of Sellers' occupation of the Property pursuant to this Agreement. Buyer will have no responsibility or liability whatever for any theft, loss, or damage to Seller's personal property or personal property of any third-party during the term of this Agreement, and Seller will make no claim of any nature against the Buyer for injuries, damages, or loss to Seller's person, property, or to third persons incurred as a result of Seller's occupation of the Property under this Agreement.

7. Seller, at its expense, is obligated to maintain a policy of insurance insuring his own personal property, in addition to a policy insuring the real property and naming Buyer as an additional insured to protect the Buyer from all damages to person or property on the premises resulting from accidents on the premises. Said policy shall contain language satisfactory to the Buyer pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances and shall include commercial general liability. Said policy shall remain in effect during the time that Seller remains in possession. Seller shall maintain any required workers' compensation insurance at his sole expense. Said policy or certificate shall be given to Buyer simultaneously with the execution of this Agreement.
8. The parties agree that Seller is not affiliated with the Buyer in any way and nothing in this Post-Closing Agreement may be construed to demonstrate any type of joint venture or cooperative relationship hereunder. Seller shall have exclusive responsibility for its use of the premises. Seller shall serve as the owner and operator of his business. Seller shall be responsible for all staffing, taxes, insurance and appropriate licensing associated with and necessary of the operation. Employees of Seller shall not be deemed employees of the Buyer for any purpose whatsoever. Seller shall be exclusively responsible for payment of all wages, salaries, taxes withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers' compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Seller shall not bring any cause of action alleging Buyer is the employer of any of Seller's employees, officers or agents and Seller shall indemnify, defend and hold harmless Buyer against all claims, losses, costs, or expenses associated with the employment of said employees by Seller.
9. The parties agree that they do not intend to create a relationship of landlord and tenant, but instead to grant to the Seller a license to use the Property for the time stated in this Agreement. If the Seller fails, for any reason, to deliver possession on the possession date, the license of Seller to occupy the Property will terminate on notice. Seller waives all notices required by law, and waives any defenses and consents to an immediate judgment for possession. Buyer may take any legal action necessary to obtain possession of the Property, including but not limited to, specific performance. Seller agrees to reimburse Buyer for all reasonable attorneys' fees and expenses Buyer may incur in enforcement of its rights under this Agreement.

Seller, as licensor, shall pay to Buyer, as licensee, a licensing fee of One and 00/100

SCHEDULE A

Legal Description

Fractional Lots number 4 and 5 in Block 1 in that part of the City of Moline known as and called Wood's Addition.

Also fractional Lots No. 4 and 5 in Block No. 1 in that part of the City of Moline known as and called Bailey Davenport's Addition, as said Fractional lots are known and designated upon the recorded plats of said Additions respectively on file in the Recorder's Office of Rock Island County, Illinois.

Also the East 16 feet of 20th Street from the North line of 3rd Avenue to a point 6 feet North of the South line of Second Avenue and the South 6 feet of Second Avenue from a point 15 feet West of the East line of 20th Street to a point 128 feet East of the East line of 20th Street in the City of Moline, as shown on the recorded Plats of Wood's Addition to Moline and Bailey Davenport's Addition to Moline, on file in the Recorder's Office of Rock Island County, Illinois and as described in the Vacation Ordinance duly passed by the City Council of the City of Moline, Illinois and duly adopted on March 19th, 1928 and recorded in Book 241 on Deeds, on pages 138 and 139 as Documents number 254125 and 254126.

Situated in the City of Moline, County of Rock Island and State of Illinois. Excepting therefrom: That part of fractional Lots Four (4) and Five (5) in Block One (1) in that part of the City of Moline known as and called Wood (First) Addition and of a strip of land vacated by the City of Moline by Ordinance recorded in Book 241 of Deeds, page 439, Document Number 254126 in the Recorder's Office of Rock Island County, Illinois, which strip of land is adjacent to said Lot Five (5), described as follows: Commencing at the Southwest corner of said vacated strip of land, said corner being sixteen (16) feet Westerly of the Southwest corner of said Lot Five (5); thence Northerly along the Westerly line of said vacated strip, a distance of fifty-five (55) feet; thence Southeasterly on the arc of a circle curving to the left with a radius of fifty-four (54) feet, to a point fifteen (15) feet Northerly of the Southerly line of said Lot Five (5) measured at right angles thereof and forty-five (45) feet Easterly of the Westerly line of said vacated strip measured at right angles thereto; thence Southcasterly to a point in the Southerly line of said Lot Four (4), which is one hundred thirty (130) feet from the Southwest corner of said vacated strip; thence Westerly along the Southerly line of said Lots Four (4) and Five (5) and of said vacated strip, a distance of One Hundred Thirty (130) feet to the place of beginning. Situated in the City of Moline, County of Rock Island and State of Illinois.

EXCEPTING THEREFROM: Part of Lots 4, and 5, Block 1, Wood's Addition in the City of Moline, Illinois, more particularly described as follows: Beginning at the Southeast Corner of said Lot 4; thence South 64°30'00" West along the South line of said Lot 4, a distance of 14.00 feet; thence South 74° West, a distance of 86.40 feet; thence along the arc of a circle concave Northerly, a distance of 17.45 feet, said arc has a chord bearing and distance of South 81°13'44" West, 17.37 feet with a radius of 54.00 feet; thence North 64°30'00" East, a distance of 115.61 feet to the East line of said Lot 4; thence South 25°49'46" East along the East line of said Lot 4, a distance of 20.00 feet to the point of beginning. For the purpose of this description the South line of said Lot 4 has been assigned the bearing of South 64°30'30" West.

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Buyer**"), located in Moline, Illinois, and **SPIEGEL MOVING & STORAGE, INC.**, an Illinois corporation, (hereinafter "**Seller**"), located at 202 20th Street, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "**Property**"), and commonly known as 202 20th Street, Moline, Illinois; and

WHEREAS, the Seller has previously entered into an agreement with the Illinois Department of Transportation (hereinafter "**IDOT**") to sell the property but has not closed on that transaction; and

WHEREAS, Buyer makes this offer contingent on the prior agreement with the IDOT being mutually released by both parties to that offer.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Sec. 1. CONTINGENCY

This Agreement shall only become effective on the mutual release by Seller and the IDOT of the purchase agreement previously entered into between those two parties.

Sec. 2. PURCHASE PRICE

Subject to all terms, covenants and conditions of the Agreement, the Seller will sell the Property to the Buyer, and the Buyer will purchase the Property from the Seller and pay therefore the amount of **Three Hundred Three Thousand Five Hundred and No/100ths Dollars (\$303,500.00)** (hereinafter "**Purchase Price**") payable by check to Seller at time of closing.

Sec. 3. CLOSING AND POSSESSION

Closing shall be on or before the ___ day of _____, 201__, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Seller, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Seller and Buyer shall enter into a Post-Closing Possession Agreement for the Property simultaneously with the closing. Said Post-Closing Possession Agreement shall set forth the Agreement between the parties as to possession.

Sec. 4. **CONVEYANCE OF PROPERTY**

- (a) **Form of Deed.** The Seller shall convey title to the Property by Corporate Warranty Deed ("Deed"). The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:
1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
 2. All easements of record; and
 3. Matters that would be revealed by an ALTA survey of the Property.
- (b) **Proration of Taxes and Adjustments.**
1. Seller shall pro-rate general real estate taxes for the current tax year at time of closing; and
 2. There are no leases for the subject Property requiring a credit for deposits or proration of rents.
- (c) **Expenses of Transfer.** Buyer shall pay: (1) Recording fees for deed and mortgages, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required; and (3) for a title commitment for an Owner's title policy issued by a title company showing good and indefeasible title to the Property vested solely in Seller. On the closing date, Buyer shall cause the title company to issue an Owner's Policy of Title Insurance covering the Property in the amount of the Purchase Price, showing fee simple title vested in Buyer. Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.
- (d) **Settlement Procedures.** To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).
- (e) **Affidavit of Foreign Status.** Seller will sign an affidavit that Sellers are not a "foreign person" under the Internal Revenue Act of 1862, as amended.
- (f) **Special Assessments.** Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.

- (g) Unrecorded Liens, Assessments, Security Interests. Seller represents that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.

**Sec. 5. PROPERTY CONDITION AND CERTAIN
OTHER ACTION BY BUYER**

- (a) Property Condition. Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property as-is.
- (b) Utility Payments. Utility payments, including but not limited to, water, sewer, storm sewer, electricity, and gas bills, for service incurred up to the date of closing shall be the responsibility of the Seller. Responsibility for utility payments for services incurred after the closing shall be paid by Seller as stated in the Post-Closing Possession Agreement executed simultaneously with closing.

**Sec. 6. COVENANTS BINDING UPON SUCCESSORS IN INTEREST:
PERIOD OF DURATION**

It is intended and agreed that any covenants provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by, the Buyer, its successors and assigns, the Buyer, and any successor in interest to the Property, or any part thereof.

**Sec. 7. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT
INDIVIDUALLY LIABLE**

No member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or interest of any corporation, partnership, or association in which he is directly, indirectly, interested. No member, official, or employee of the City shall be personally liable to the City or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the City or successor or on any obligations under the terms of this Agreement.

Sec. 8. MERGER

The provisions of this Agreement shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer or any successor in interest unless otherwise provided herein.

Sec. 9. ENTIRE AGREEMENT

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

Sec. 10. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

Sec. 11. SEVERABILITY

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

Sec. 12. ASSIGNMENTS AND TRANSFERS PROHIBITED

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said Property prior to Closing.

Sec. 13. 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.

Sec. 14. LEGAL ASSISTANCE

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have had the right and opportunity to consult legal counsel before this Agreement is signed.

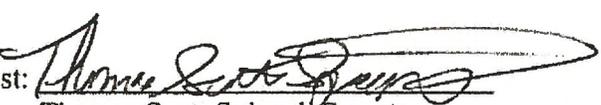
Sec. 15. ACCEPTANCE

Until accepted by the Buyer and subject to the contingency stated in Section 1, this document constitutes an irrevocable offer to sell on the terms stated above. Seller acknowledges and agrees that this Agreement is subject to Buyer's right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by _____, 201____, this offer and Agreement shall be void. The parties understand that the City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon the City, its officers, employees or agents.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

IN WITNESS WHEREOF, Spiegel Moving & Storage, Inc., an Illinois corporation, Seller, has caused this Agreement for Sale of Real Estate to be executed this 20th day of November, 2015.

By: 
Kenneth Jack Spiegel, President

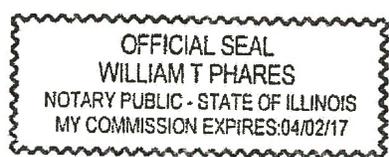
Attest: 
Thomas Scott Spiegel, Secretary

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

On this 20th day of November, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Kenneth Jack Spiegel and Thomas Scott Spiegel, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively of Spiegel Moving & Storage, Inc., executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)


NOTARY PUBLIC



IN WITNESS WHEREOF, the City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this 15th day of December, 2015.

City of Moline (Buyer)

Attest:

Scott Raes
Scott Raes, Mayor

Tracy A. Koranda
Tracy A. Koranda, City Clerk

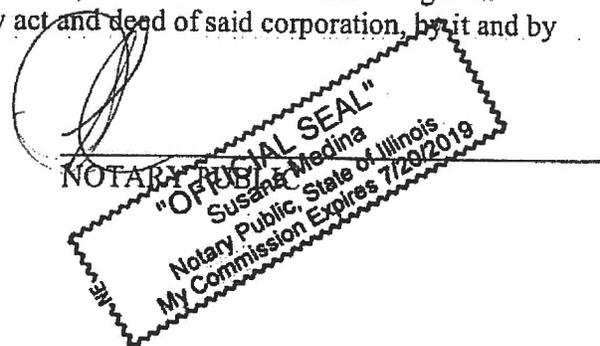
Approved as to form:

Maurten E. Riggs
Maurten E. Riggs, City Attorney

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

On this 15th day of December, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)



Prepared by:

Amy L. Keys
Deputy City Attorney
City of Moline
619 16th Street
Moline, IL 61265
Phone: (309) 524-2021
Fax: (309) 524-2020

SCHEDULE A

Legal Description

Fractional Lots number 4 and 5 in Block 1 in that part of the City of Moline known as and called Wood's Addition.

Also fractional Lots No. 4 and 5 in Block No. 1 in that part of the City of Moline known as and called Bailey Davenport's Addition, as said Fractional lots are known and designated upon the recorded plats of said Additions respectively on file in the Recorder's Office of Rock Island County, Illinois.

Also the East 16 feet of 20th Street from the North line of 3rd Avenue to a point 6 feet North of the South line of Second Avenue and the South 6 feet of Second Avenue from a point 15 feet West of the East line of 20th Street to a point 128 feet East of the East line of 20th Street in the City of Moline, as shown on the recorded Plats of Wood's Addition to Moline and Bailey Davenport's Addition to Moline on file in the Recorder's Office of Rock Island County, Illinois and as described in the Vacation Ordinance duly passed by the City Council of the City of Moline, Illinois and duly adopted on March 19th, 1928 and recorded in Book 241 on Deeds, on pages 138 and 139 as Documents number 254125 and 254126.

Situated in the City of Moline, County of Rock Island and State of Illinois. Excepting therefrom: That part of fractional Lots Four (4) and Five (5) in Block One (1) in that part of the City of Moline known as and called Wood (First) Addition and of a strip of land vacated by the City of Moline by Ordinance recorded in Book 241 of Deeds, page 439, Document Number 254126 in the Recorder's Office of Rock Island County, Illinois, which strip of land is adjacent to said Lot Five (5), described as follows: Commencing at the Southwest corner of said vacated strip of land, said corner being sixteen (16) feet Westerly of the Southwest corner of said Lot Five (5); thence Northerly along the Westerly line of said vacated strip, a distance of fifty-five (55) feet; thence Southeasterly on the arc of a circle curving to the left with a radius of fifty-four (54) feet, to a point fifteen (15) feet Northerly of the Southerly line of said Lot Five (5) measured at right angles thereof and forty-five (45) feet Easterly of the Westerly line of said vacated strip measured at right angles thereto; thence Southwesterly to a point in the Southerly line of said Lot Four (4), which is one hundred thirty (130) feet from the Southwest corner of said vacated strip; thence Westerly along the Southerly line of said Lots Four (4) and Five (5) and of said vacated strip, a distance of One Hundred Thirty (130) feet to the place of beginning. Situated in the City of Moline, County of Rock Island and State of Illinois.

EXCEPTING THEREFROM: Part of Lots 4 and 5, Block 1, Wood's Addition in the City of Moline, Illinois, more particularly described as follows: Beginning at the Southeast Corner of said Lot 4; thence South 64°30'00" West along the South line of said Lot 4, a distance of 14.00 feet; thence South 74° West, a distance of 86.40 feet; thence along the arc of a circle concave Northerly, a distance of 17.45 feet, said arc has a chord bearing and distance of South 81°13'44" West, 17.37 feet with a radius of 54.00 feet; thence North 64°30'00" East, a distance of 115.61 feet to the East line of said Lot 4; thence South 25°49'46" East along the East line of said Lot 4, a distance of 20.00 feet to the point of beginning. For the purpose of this description the South line of said Lot 4 has been assigned the bearing of South 64°30'30" West.

Joint Review Board
June 21, 2016
2:00 p.m.
Moline City Hall
Committee-of-the-Whole Room
619 – 16th Street

MINUTES

Joint Review Board (JRB) Representatives Present:

Scott Raes, Mayor, City of Moline
Lew Steinbrecher, City Administrator, City of Moline
David McDermott, Moline School District
Richard Brunk, Rock Island County Board
Kim Lazenby, South Moline Township
Steven Frommelt, Black Hawk College
Mike Crotty, Public Representative
Dan Hance, Public Representative

Interested Parties Registry Members Present:

Sandra O'Neil

Additional Persons Present:

Lanty McGuire

City of Moline Council Members Present:

David Parker, Jr., 2nd Ward
Mike Wendt, 3rd Ward

City of Moline Staff Present:

Maureen Riggs, City Attorney
Kathy Carr, Finance Director
Keith Verbeke, Finance Manager
Ray Forsythe, Planning & Development Director
Annaka Whiting, Housing Grant Compliance Analyst
Vickie Felger, Legal Services Specialist

Mayor Scott Raes called the meeting to order at 2:00 p.m., and those present provided an introduction. Annaka Whiting, Housing Grant Compliance Analyst, followed by providing a summary of the 2015 Annual TIF Reports.

Ms. 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. Ms. Whiting also discussed specific information related to each TIF including bond proceeds, large expenditures, and changes in EAVs due to decrease in property values, and confirmed upon inquiry that the spreadsheet provided contains the most accurate and current information as of the meeting date.

During the summarizations of the TIF Districts, Ray Forsythe, Planning and Development Director, responded to questions and/or provided additional information regarding same, as follows.

TIF #1 Downtown: This TIF District will be paid off by the time it sunsets in 2021 and no new development agreements are anticipated because of the time remaining in the TIF.

TIF #2 One Moline Place: There are a few single family units remaining to be sold in this development and the current cash flow is sufficient to make payments. It is anticipated that the TIF will end at a zero balance or will be in the black.

TIF #3 Old Moline High School: This TIF does include some adjacent property. The apartment complex for which the TIF was created is usually 100% occupied. Beginning in 2016, the increment paid to the developer Gorman & Company dropped from 95% to 90% pursuant to the development agreement.

TIF #4 Autumn Trails: The City recently entered into a development agreement with Dan Weber, KAS Company, for completion of this project, and the developer has complied with all the requirements of the agreement. Clear title to the property is anticipated within the next 3-4 months, at which time construction may begin. Staff recommends this TIF District conclude at the end of 2017.

TIF #5 KONE Centre: This TIF has an increase in EAV from the prior year. The developer has completed three full floors of this project and one and one-half floors are currently leased. Two condo units on the top floor have been completed with one having been sold and the other on the market. The developer is negotiating for additional tenants for the first and second floors. KONE has increased job positions on site with the addition of 40-60 staff members and has added a training facility on site that will link to increases in area hotel and restaurant business.

TIF #6 Moline Place: The developer for Phase II, "The Point" redevelopment, is Russell Construction. All title work is complete and City staff hopes to close on the property sale as soon as possible. The project will include infrastructure work and public improvements and market-rate senior/assisted living units. The Phase III developer is B.M. Bagby. The property has been sold to Bagby and he has started development on the first of five multi-unit, two-story townhouse buildings. The units will be sold at market rate.

TIF #9 Routes 6 & 150: Development is anticipated within six months to a year. The former Horace Mann School property is located within the TIF District. There has been discussion of a recycling center being built within the TIF, but that has not yet been confirmed. A central building for contractors is anticipated.

TIF #10 Health Park: The master plan for this TIF District contained six buildings. The first building is now on the tax rolls and the TIF District is performing as per the Redevelopment Plan. Once the first building is complete and fully occupied, construction will commence on the next building. Genesis is seeking opportunities to begin the next phase.

TIF #11 Multi-Modal Area: Mr. Forsythe informed the Board of the exciting news just received that IDOT had informed the Federal Railroad Administration that it will proceed with the proposal for passenger rail service between Chicago and Moline and that IDOT is strongly committed to the project. That decision keeps in place the federal funding that was awarded in 2010 for the connection. Mayor Raes added that he and Mr. Steinbrecher would participate in a conference call following the JRB meeting to learn of additional details regarding a timeline, etc. Mr. Forsythe explained that the train station portion of the MMS is already fully funded; the building has been cleared of asbestos and bid packages 1 and 2 are substantially complete. Responses to bid package 3 for the build out of the public improvements will be opened on 06/22/16 and work is expected to begin 07/01/16. The passenger rail from Wyanet to Moline will require new track and designs are approximately 30% complete.

TIF #12 Riverbend Commons: The Mills at Riverbend Commons 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. The TIF is expected to generate within the next 2-3 years. A new restaurant for the site is anticipated soon and a grocery store and market rate apartments may be future additions.

Mr. Forsythe also informed the Board that a public hearing is scheduled for the 06/22/16 Plan Commission meeting. The hearing is for an urban design and transportation update to the City's Official Comprehensive Plan. With regard to the bridge expansion, Forsythe explained that the City has entered into a memorandum of understanding with IDOT to retain the property from the former Spiegel Moving & Storage building to the new bridge ramp location and that the City has now acquired the Spiegel building following a clean out of the majority of the building by its prior owner. The adjacent Depot building was demolished on today's date.

Mr. Forsythe noted that the booklets provided to all persons present contained summaries of each TIF district in addition to information relating to the 2015 Sales Tax Reports, and he provided a brief overview of the sales tax reports portion, noting that the agreement for Mills Chevrolet will be voided given the company's closing and relocation. The majority of the TIF Districts are operating as expected. Forsythe also commented on the City's marketing efforts as illustrated in the booklet and positive feedback on same. A chart of area city comparables included in the booklet shows that Moline is still the most affordable of the Quad Cities to live in.

Mayor Raes concluded with a comment regarding TIF #1 Downtown, stating that the Rock Island Arsenal changed command last week and a plan to move the guard gates will increase activity at the Moline entrance.

Mayor Raes adjourned the meeting at 2:40 p.m.

CITY OF MOLINE

BALANCE SHEET GOVERNMENTAL FUNDS As of December 31, 2015

	General	Tax Increment Financing #1	Capital Projects	Nonmajor Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 2,089,137	\$ -	\$ -	\$ 1,307,239
Restricted cash and cash equivalents	-	-	-	3,213,145
Investments	6,601,128	-	1,394,849	2,241,813
Receivables (net)				
Property taxes	9,642,537	2,716,866	-	7,257,479
Accounts	1,572,139	-	-	21,601
Accrued interest	-	-	2,424	6,613
Loans	10,000	-	-	3,838,746
Other taxes	6,002,709	-	1,627,065	117,335
Due from other governments	132,306	-	-	969,993
Due from other funds	1,114,009	-	-	1,002,589
Inventories	8,593	-	-	-
Prepaid items	-	-	-	1,000
Interfund advances	7,392,589	-	92,359	-
TOTAL ASSETS	\$ 34,565,147	\$ 2,716,866	\$ 3,116,697	\$ 19,977,553

See accompanying notes to financial statements.

Totals

\$ 3,396,376
3,213,145
10,237,790

19,616,882
1,593,740
9,037
3,848,746
7,747,109
1,102,299
2,116,598
8,593
1,000
7,484,948

\$ 60,376,263

CITY OF MOLINE

BALANCE SHEET
GOVERNMENTAL FUNDS
As of December 31, 2015

	<u>General</u>	<u>Tax Increment Financing #1</u>	<u>Capital Projects</u>	<u>Nonmajor Governmental Funds</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 528,545	\$ 37,717	\$ 264,576	\$ 1,262,515
Accrued expenses	301,339	1,779	-	49,938
Due to other governments	-	50,000	-	-
Due to other funds	3,183	2,620,053	-	1,851,757
Unearned revenues for other taxes	301,775	-	-	-
Deposits	83,184	-	11,160	83,109
Line of credit	-	-	-	3,696,723
Interfund advances	-	-	-	7,392,589
Total Liabilities	<u>1,218,026</u>	<u>2,709,549</u>	<u>275,736</u>	<u>14,336,631</u>
Deferred Inflows of Resources				
Property taxes levied for future periods	9,401,125	2,659,105	-	7,071,535
Unavailable revenues for other taxes	2,255,109	-	582,534	1,300
Unavailable revenues for grants	15,441	-	-	357,737
Total Deferred Inflows of Resources	<u>11,671,675</u>	<u>2,659,105</u>	<u>582,534</u>	<u>7,430,572</u>
Fund Balances (Deficit)				
Nonspendable	7,401,182	-	-	1,000
Restricted	-	-	-	6,897,412
Committed	-	-	2,258,427	-
Assigned	-	-	-	323,862
Unassigned	14,274,264	(2,651,788)	-	(9,011,924)
Total Fund Balances (Deficit)	<u>21,675,446</u>	<u>(2,651,788)</u>	<u>2,258,427</u>	<u>(1,789,650)</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 34,565,147</u>	<u>\$ 2,716,866</u>	<u>\$ 3,116,697</u>	<u>\$ 19,977,553</u>

See accompanying notes to financial statements.

CITY OF MOLINE

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS For the Year Ended December 31, 2015

	General	Tax Increment Financing #1	Capital Projects	Nonmajor Governmental Funds
REVENUES				
Taxes	\$ 37,193,266	\$ 2,601,359	\$ 7,273,445	\$ 7,443,405
Licenses and permits	895,225	-	-	-
Intergovernmental	447,832	-	-	3,417,233
Charges for services	3,152,571	-	64,303	715,624
Fines, forfeitures and penalties	316,072	-	-	47,608
Use of money and property	110,379	64,901	6,741	176,199
Contributions	-	-	-	369,072
Miscellaneous	312,363	(27,220)	200,206	215,506
Total Revenues	<u>42,427,708</u>	<u>2,639,040</u>	<u>7,544,695</u>	<u>12,384,647</u>
EXPENDITURES				
Current				
General government	2,662,129	-	576,091	453,901
Public safety	27,569,324	-	-	-
Public works	7,365,059	-	188,571	-
Economic development	2,552,746	369,578	1,581,342	3,481,369
Culture and recreation	-	-	-	3,396,436
Libraries	-	-	-	3,139,658
Capital Outlay	-	-	2,319,801	1,968,645
Debt Service				
Principal	-	2,240,000	-	2,448,860
Interest and fiscal charges	-	410,998	2,300	1,644,076
Total Expenditures	<u>40,149,258</u>	<u>3,020,576</u>	<u>4,668,105</u>	<u>16,532,945</u>
Excess (deficiency) of revenues over expenditures	<u>2,278,450</u>	<u>(381,536)</u>	<u>2,876,590</u>	<u>(4,148,298)</u>
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	10,506	-	-	474
Transfers out	(477,745)	-	(3,088,688)	(282,791)
Transfers in	-	108,906	-	3,612,565
Total Other Financing Sources (Uses)	<u>(467,239)</u>	<u>108,906</u>	<u>(3,088,688)</u>	<u>3,330,248</u>
Net Change in Fund Balances	1,811,211	(272,630)	(212,098)	(818,050)
FUND BALANCES (DEFICIT) - Beginning of Year	<u>19,864,235</u>	<u>(2,379,158)</u>	<u>2,470,525</u>	<u>(971,600)</u>
FUND BALANCES (DEFICIT) - END OF YEAR	<u>\$ 21,675,446</u>	<u>\$ (2,651,788)</u>	<u>\$ 2,258,427</u>	<u>\$ (1,789,650)</u>

See accompanying notes to financial statements.



Baker Tilly Virchow Krause, LLP
1301 W 22nd St, Ste 400
Oak Brook, IL 60523-3389
tel 630 990 3131
fax 630 990 0039
bakertilly.com

INDEPENDENT AUDITORS' COMPLIANCE REPORT

To the Honorable Mayor and
Members of the City Council
City of Moline
Moline, Illinois

We have audited the basic financial statements of the City of Moline, Illinois, as of and for the year ended December 31, 2015, and have issued our report thereon dated May 26, 2016. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with provisions of Subsection (q) of Section 11-74.4-3 of Public Act 85-1142, "An Act in Relation to Tax Increment Financing", insofar as it relates to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above-referenced statute, insofar as it relates to accounting matters.

This report is intended solely for the information and use of the City Council, management, the State of Illinois, and others within the City and is not intended to be, and should not be, used by anyone other than the specified parties.

Baker Tilly Virchow Krause, LLP

Oak Brook, Illinois
May 26, 2016