

**FY 2015
ANNUAL TAX INCREMENT FINANCE
REPORT**



**STATE OF ILLINOIS
COMPTROLLER
LESLIE GEISSLER MUNGER**

Name of Municipality: Moline Reporting Fiscal Year: **2015**
 County: Rock Island Fiscal Year End: **12/31/2015**
 Unit Code: 081-050-30

TIF Administrator Contact Information

First Name: Annaka Last Name: Whiting
 Address: 619 16th Street Title: Housing Grant Compliance Analyst
 Telephone: 309-524-2035 City: Moline Zip: 61265
 E-mail- awhiting@moline.il.us
 Mobile _____ required _____
 Mobile _____ Best way to Email _____ Phone _____
 Provider _____ contact _____ Mobile _____ Mail _____

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

Annaka Whiting _____ 6/2/16 _____
 Written signature of TIF Administrator Date

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

FILL OUT ONE FOR EACH TIF DISTRICT		
Name of Redevelopment Project Area	Date Designated	Date Terminated
TIF #1 Downtown	12/16/1986	
TIF #2 One Moline Place	10/27/1998	
TIF #3 Old Moline High School	4/13/2004	
TIF #4 Autumn Trails	9/27/2005	
TIF #5 KONE Centre	2/10/2009	
TIF #6 Moline Place Phase II	2/9/2010	
TIF #7 Moline Business Park	6/21/2011	
Routes 6 & 150	12/4/2012	
41st Street/ Health Park	12/11/2012	
Southpark Mall	9/17/2013	
Multi-Modal Area	11/5/2013	
Riverbend Commons	11/5/2013	

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

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

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

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits 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: Moline Place Phase II

Fund Balance at Beginning of Reporting Period \$ (432,218)

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest		\$ 4	31%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)		\$ 9	69%

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

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period \$ -

Cumulative Total Revenues/Cash Receipts \$ 13 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 292,902

Distribution of Surplus

Total Expenditures/Disbursements \$ 292,902

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS \$ (292,902)

FUND BALANCE, END OF REPORTING PERIOD* \$ (725,120)

* 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) \$ (10,861,862)

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

FY 2015

TIF NAME: Moline Place Phase II

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

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

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Professional Service	12,293	
Adminstration	50	
		\$ 12,343
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		\$ -
3. Property assembly: property acquisition, building demolition, site preparation and environmental site improvement costs. Subsections (q)(2), (o)(2) and (o)(3)		
		\$ -
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4)		
		\$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
Capital Improvement	161,585	
		\$ 161,585
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		\$ -

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		\$ 292,902

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: Moline Place Phase II

FUND BALANCE, END OF REPORTING PERIOD \$ (725,120)

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
General Obligation Bond Series 2012B	\$ 1,400,000	\$ 1,861,143

Total Amount Designated for Obligations \$ 1,400,000 \$ 1,861,143

2. Description of Project Costs to be Paid		
Developer Rebate		\$ 7,650,600
Projects		\$ 625,000

Total Amount Designated for Project Costs \$ 8,275,600

TOTAL AMOUNT DESIGNATED \$ 10,136,743

SURPLUS*/(DEFICIT) \$ (10,861,862)

* 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: Moline Place Phase II

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)

FY 2015

TIF NAME: Moline Place Phase II

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>2</u> _____			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 51,000,000	\$ -	\$ 51,000,000
Public Investment Undertaken	\$ 719,800	\$ -	\$ 719,800
Ratio of Private/Public Investment	70 29/34		70 29/34

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

Hawk Hollow Subdivision			
Private Investment Undertaken (See Instructions)	\$ -		\$ -
Public Investment Undertaken	\$ 719,800		\$ 719,800
Ratio of Private/Public Investment	0		0

Project 2:

The Point			
Private Investment Undertaken (See Instructions)	\$ 51,000,000		\$ 51,000,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

Project 3:

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

Project 4:

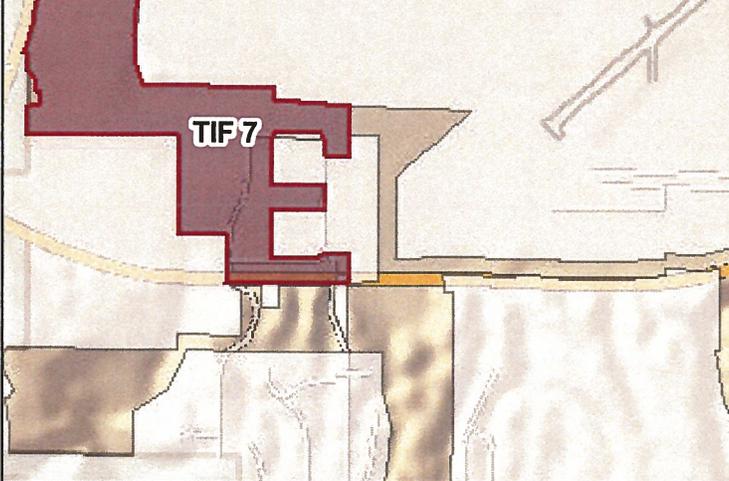
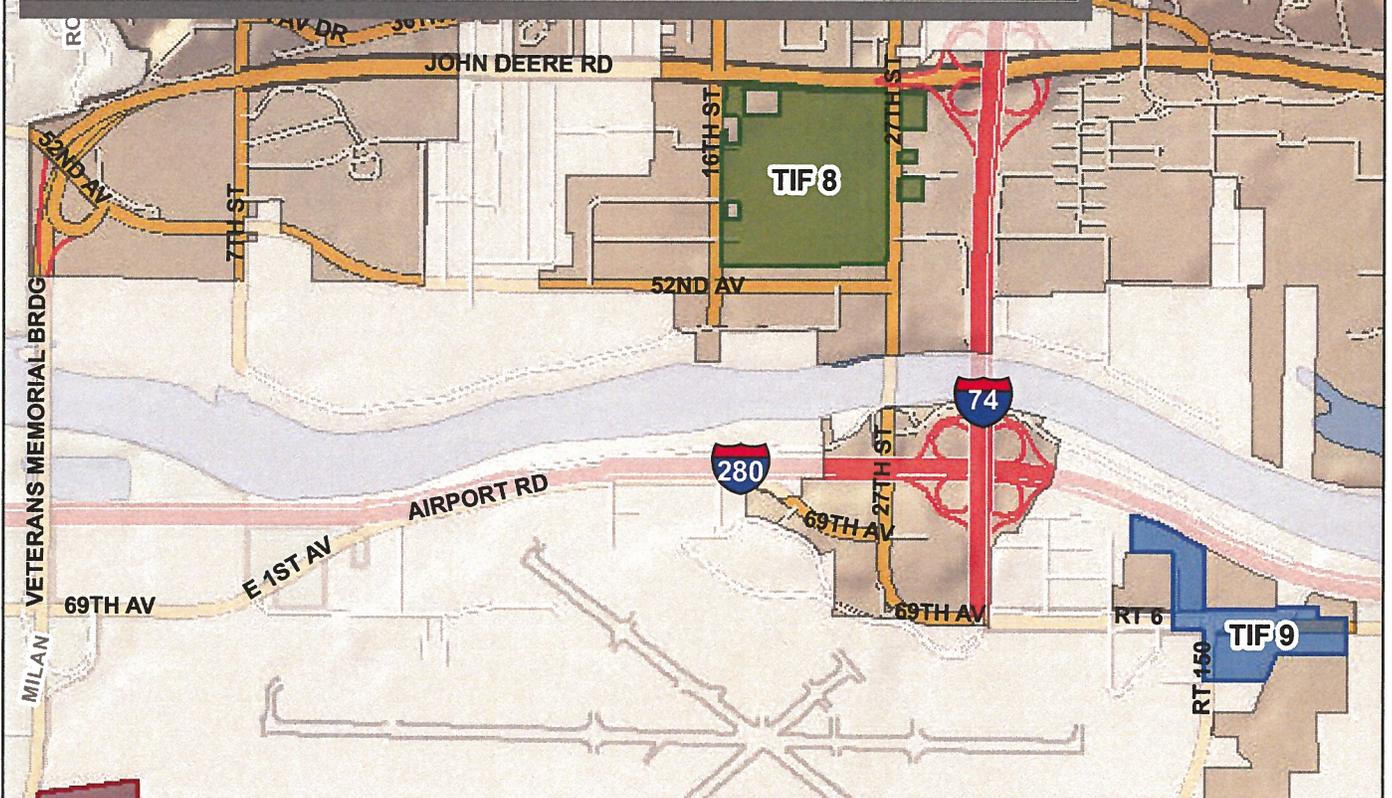
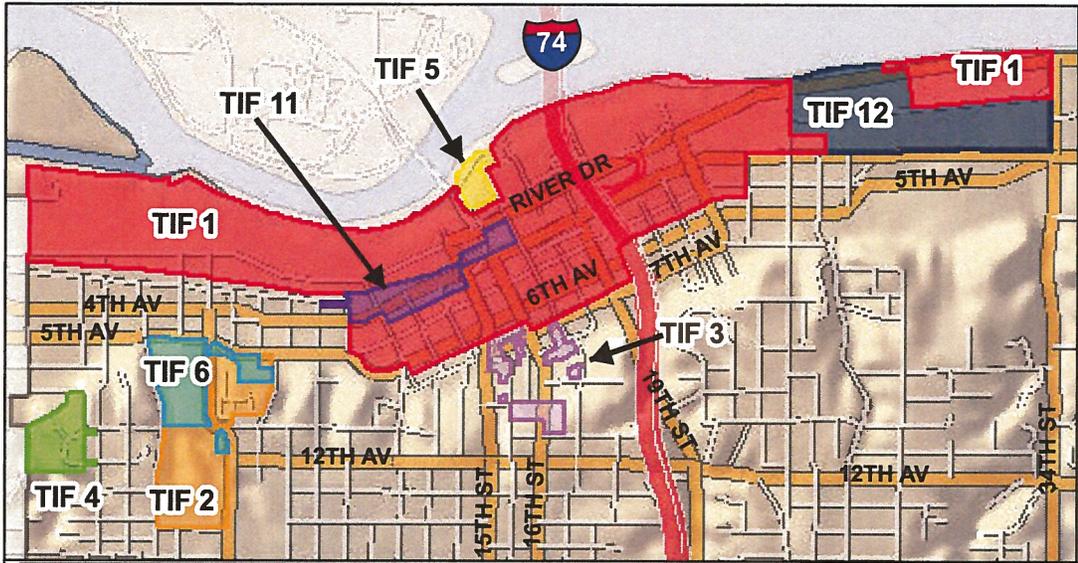
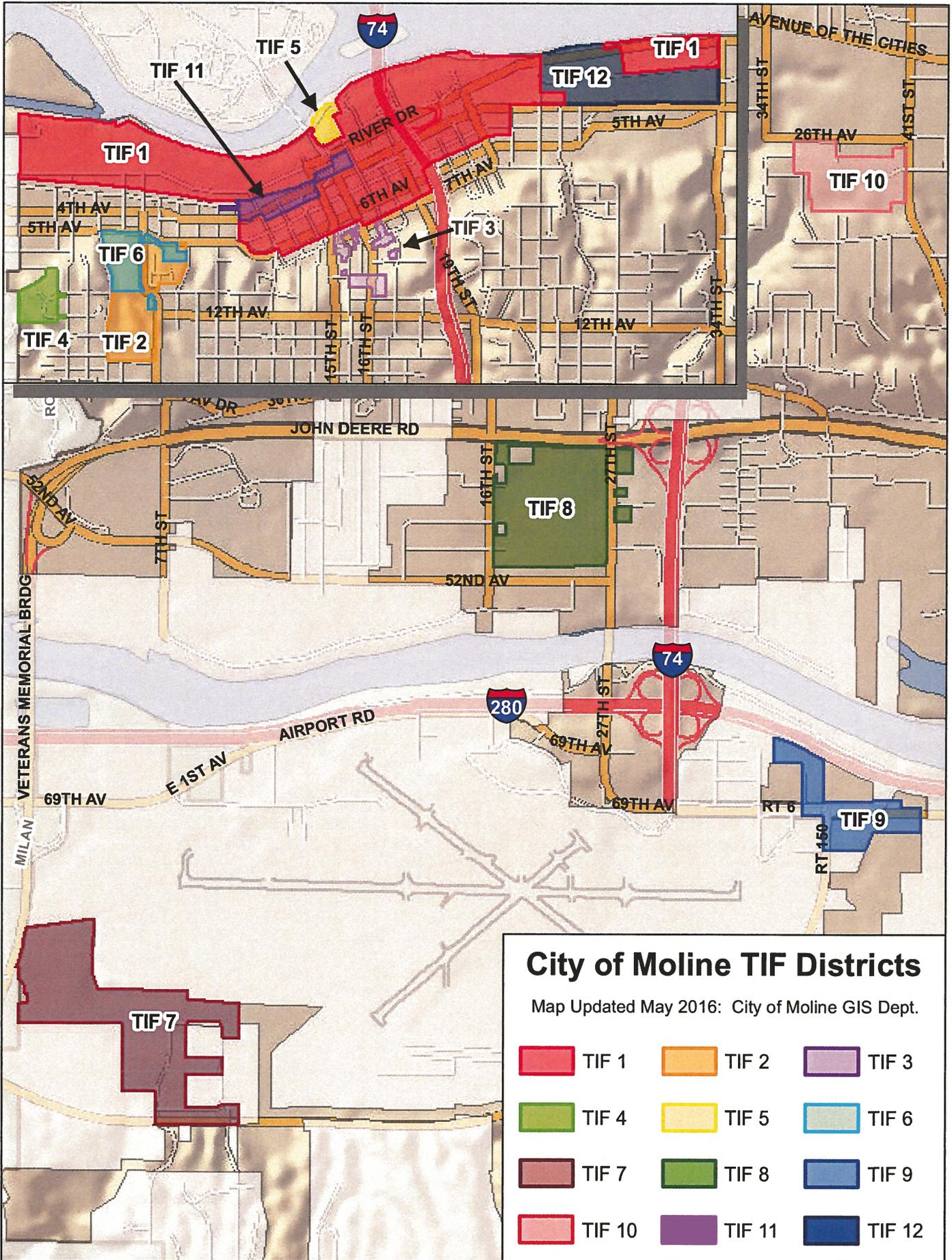
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:

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

Project 6:

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



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

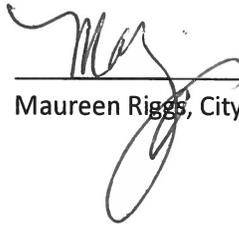
TIF 1-12

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).

Date

6/9/14



Maureen Riggs, City Attorney

TIF6

ACTIVITIES STATEMENT

- Preliminary plat for Hawk Hollow Addition
- Amendment of Zoning Map
- Permanent Public Water Utility Easement for Hawk Hollow Subdivision

Council Bill/Special Ordinance No. 4012-2015

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and S.J. Russell L.C. for the "The Point Redevelopment" 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, S.J. Russell L.C. ("Developer") seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property consisting of approximately 15.21 gross acres more or less with approximately 9.00 usable acres (392,040 sf) located at 635 10th Avenue, Moline, Illinois, parcel number 08-5348, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), which shall be known as The Point ("Project"); and

WHEREAS, the Project will consist of the redevelopment of the property into 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site; 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, 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; and

WHEREAS, 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 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 S.J. Russell L.C, for The Point Redevelopment 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 Raes
Mayor

5.5.15
Date

Passed: 5.5.15

Approved: 5.12.15

Attest: Nancy Alexander
City Clerk

Approved as to Form:

Murray
City Attorney

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

S.J. RUSSELL L.C.

This Development Agreement made and entered into on this 5th day of May, 2015 ("Effective Date"), by and between the City of Moline, an Illinois municipal corporation ("City"), and S.J. Russell L.C., an Iowa limited liability company duly registered to do business in the State of Illinois ("Developer"), and collectively the "Parties."

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 Moline Place Phase II and III Tax Incremental Financing ("TIF") District enacted pursuant to the Illinois Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the "Act"); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) consisting of approximately 15.21 gross acres more or less with approximately 9.00 usable acres (392,040 sf) located at 635 10th Avenue, Moline, Illinois, parcel number 08-5348, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), which shall be known as The Point; and

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

- i. Purchase of the Property from the City for the amount of Seven Hundred Thousand Dollars (\$700,000) by December 31, 2015; and
- ii. Installation of stormwater detention and retention, storm sewer, sidewalks and walking paths, private drives, and public improvements including, but not limited to, water and sanitary sewer with corresponding utility easements to be dedicated to the City; and
- iii. Approximately 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site. Future phases could include another 150 units of senior housing and 30,000 square foot of potential medical office and retail.

The foregoing elements shall hereinafter be collectively referred to as the "Redevelopment Project," as depicted in Exhibit A, unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel number 08-5348, commonly known as 635 10th Avenue, Moline, Illinois, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), which is more particularly described in Exhibit B, "Legal Description," attached hereto and incorporated herein by this reference thereto ("Property"); and

WHEREAS, it is necessary for the successful completion of the Redevelopment Project that the City enter into this 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

WHEREAS, the City wishes to assist private developers in carrying out projects that expand employment opportunities and create commercial enterprises and residential development 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 C, attached hereto and incorporated by reference herein:

- A. Creation of a Tax Increment Financing District. The City of Moline adopted Council Bill/General Ordinance No. 3007-2010 on February 2, 2010, which provided for the creation of a new TIF District for the Moline Place Phase II and III Redevelopment Project Area. The City created the TIF district to provide for the reimbursement of eligible expenses from the Redevelopment Project (and possibly future phases) incurred by a developer of the site.
- B. Maximum TIF Payment. The City's total payment to Developer paid from the net incremental annual real estate tax generated by the Redevelopment Project under this section shall not extend beyond December 31, 2033, which is the expiration date of the TIF district.

The estimated total project cost for all phases of the Redevelopment Project is Fifty One Million Dollars (\$51,000,000). Fifteen percent (15%) of the total project cost equals Seven Million Six Hundred Fifty Thousand Dollars (\$7,650,000). In no event shall the maximum total assistance to Developer from the City ever exceed Seven Million Six Hundred Fifty Thousand Dollars (\$7,650,000) 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%). Therefore, the total incremental annual real estate taxes due to Developer shall not exceed 15% of the total Redevelopment Project cost or \$7,650,000, whichever is less ("Maximum TIF Payment").

- C. Property Tax Rebate. Subject to the guarantees contained in this Agreement and subject further to Developer paying the annual real estate taxes for the Property when due and payable, the City shall pay through its TIF Fund to Developer 75% of the net incremental annual real estate tax until the Maximum TIF Payment is reached. In no event will any payment be made after 2033.

The net incremental annual real estate taxes paid to the City shall be reimbursed to the Developer only for eligible redevelopment costs under the Act (65 ILCS 5/11-74.4-3).

The base year for computation purposes of the net annual increment is agreed to be 2010, and the base Equalized Assessed Valuation (EAV) for the base year 2010 is One Hundred Seventy-Three Thousand Eight Hundred Fifty-Eight Dollars (\$173,858). The property tax rebate period will start with the first year in which the Redevelopment Project is completed, a certificate of occupancy issued, and the Property is re-

assessed, which is estimated to be 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 the property tax rebate to the Developer within thirty (30) days after receipt of total annual payment into said City's TIF Account from Rock Island County.

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

Zone benefits, if any, but City does not warrant or assure or guarantee that any such benefits will be available to Developer.

- K. Prevailing Wage. 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.
- L. Zoning. The current zoning of the Property is R-4. Should Developer wish to pursue a Planned Unit Development ("PUD"), the City makes no representation or warranty that such an application for PUD will be recommended by the City's Zoning Administrator or Plan Commission or be approved by the City Council.
- M. Option to Purchase. The City has the option to acquire the portion of the Redevelopment Project located at the northeast corner of the property for regional stormwater detention purposes. Such option, if exercised, shall be made by the City at its sole discretion.

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. The Redevelopment Project shall be completed in accordance with the Development Timetable as set forth in Exhibit C.
- B. Project Elements. Developer agrees to complete the following Redevelopment Project elements in accordance with the Development Timetable depicted in Exhibit C:
 - i. Purchase of the Property from the City for the amount of Seven Hundred Thousand Dollars (\$700,000) by December 31, 2015; and

- ii. Installation of stormwater detention and retention, storm sewer, sidewalks and walking paths, private drives, and public improvements including, but not limited to, water and sanitary sewer with corresponding utility easements to be dedicated to the City; and
 - iii. Approximately 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site. Future phases could include another 150 units of senior housing and 30,000 square foot of potential medical office and retail.
- 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 Building Official shall have approved all building plans submitted and agrees to follow all requirements of the City Code.
- D. Assessed Valuation. Because the Redevelopment Project is to be done in Phases, there will be no minimum equalized assessed value.

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.B and I.C, preceding, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

IV. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible "redevelopment project costs" pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered

will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

V. WARRANTIES OF THE DEVELOPER.

A. The Developer represents and warrants to the City that the Developer is an Iowa limited liability company 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 of attorney(s) mutually agreed upon by the City and Developer, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless

or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

VII. ENTIRE AGREEMENT.

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

VIII. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld).

Notwithstanding the foregoing, the Developer may without City's consent, assign this Agreement to any Related Entity or Successor (as such terms are defined below).

"Related Entity" means any corporation or other business entity which controls, is controlled by or is under common control with the Developer. For purposes of the preceding sentence, "control" means either (i) ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question, or (ii) the power to direct the management and policies of such entity.

"Successor" means an entity resulting from a merger, consolidation, reorganization or recapitalization of or with the Developer.

For the purposes of this section, 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 Fifty Million and No/100 Dollars (\$50,000,000). 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.

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

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

XIX. ASSURANCE OF FURTHER ACTION.

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

XX. DELAYED EXECUTION.

After this Agreement is approved by the Moline City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10) from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

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

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

THE CITY OF MOLINE, ILLINOIS

S.J. RUSSELL L.C.

DATED: 5.5.15

DATED: 4.14.15

By: Scott Raes
Scott Raes, Mayor

By: James V. Russell

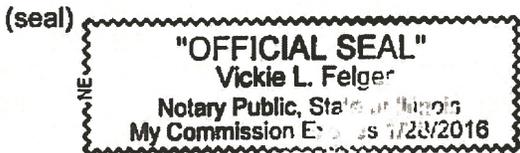
Attest: Tracy Koranda
Tracy Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs
Maureen E. Riggs, City Attorney

STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND) SS:

On this 5th day of May, 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.



Vickie L. Felger
NOTARY PUBLIC

STATE OF IOWA)
COUNTY OF SCOTT) SS:

On this 14 day of April, 2015, before me, a Notary Public in and for said County and State aforesaid, personally appeared James V. Russell, to me personally known, who being by me duly sworn (or affirmed) did say that he is manager of **S.J. Russell L.C.**, and that said instrument was signed on behalf of the Corporation; James V. Russell acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.



Jennifer Belby
NOTARY PUBLIC

EXHIBIT B

LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 00° 08' 59" WEST (ASSUMED BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 455.09 FEET TO A POINT ON THE NORTH LINE OF 11TH AVENUE; THENCE NORTH 89° 55' 42" WEST A DISTANCE OF 256.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 39' 31" WEST A DISTANCE OF 388.92 FEET; THENCE NORTH 00° 39' 00" WEST A DISTANCE OF 131.78 FEET; THENCE SOUTH 89° 39' 37" WEST A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 4TH STREET AS NOW ESTABLISHED; THENCE NORTH 00° 33' 13" WEST, A DISTANCE OF 314.73 FEET; THENCE SOUTH 87° 57' 24" WEST A DISTANCE OF 72.67 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 13° 42' 12" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 344.41 FEET; THENCE NORTH 12° 42' 46" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 320.13 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 5TH AVENUE; THENCE NORTH 89° 40' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 77.35 FEET; THENCE NORTH 85° 41' 37" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3.25 FEET; THENCE NORTH 86° 52' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 177.02 FEET; THENCE SOUTH 82° 05' 26" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 142.74 FEET; THENCE NORTH 89° 18' 13" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 351.79 FEET; THENCE SOUTH 45° 43' 11" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 21.21 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 6TH STREET; THENCE SOUTH 00° 04' 29" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 146.02 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 7 IN "WEST MOLINE ADDITION", THENCE SOUTH 00° 32' 02" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 613.01 FEET; THENCE SOUTH 89° 57' 56" WEST A DISTANCE OF 2.00 FEET; THENCE SOUTH 00° 12' 35" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 194.70 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A 230.00 FEET RADIUS, A CENTRAL ANGLE OF 31° 07' 09", AND A 123.39 FEET LONG CHORD THAT BEARS SOUTH 22° 48' 02" EAST ALONG SAID WEST RIGHT OF WAY LINE, AN ARC DISTANCE OF 124.92 FEET TO THE POINT OF BEGINNING, CONTAINS 15.21 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

LOT 2 OF HAWK HOLLOW ADDITION IN CITY OF MOLINE, ILLINOIS, COUNTY OF ROCK ISLAND, ILLINOIS.

EXHIBIT C
DEVELOPMENT TIMETABLE

- i. Land Closing – on or before December 31, 2015**
- ii. Civil/Infrastructure – begin in spring 2016 with an anticipated 6 month schedule.**
- iii. Phase 1 Construction – an estimated 14 month schedule, anticipated to begin in Summer 2016.**

EXHIBIT D

REDEVELOPMENT COSTS

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

- Acquisition and other Property Assembly Costs
- Development Services Design and Engineering Services
- Legal/Appraisal
- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation
- Reconstruction, rehabilitation, repair or remodeling
- And other items permitted by the Act

Council Bill/Resolution No. 1101-2015
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with KCM Construction Corp. for Project #1188, Hawk Hollow Subdivision, in the amount of \$719,800.65.

WHEREAS, bids were publicly read on August 18, 2015; and

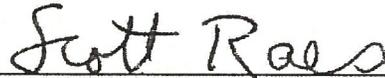
WHEREAS, bids were solicited with KCM Construction Corp. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with KCM Construction Corp. for Project #1188, Hawk Hollow Subdivision, in the amount of \$719,800.65; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS



Mayor

September 15, 2015

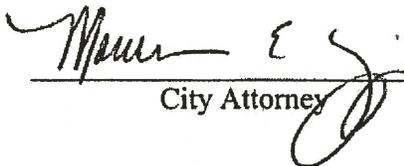
Date

Passed: September 15, 2015

Approved: September 22, 2015

Attest: 
City Clerk

Approved as to Form:



City Attorney

**CITY OF MOLINE
CONTRACT**

THIS AGREEMENT, made and concluded this 15th day of September, A.D., 2015, between **KCM CONSTRUCTION CORP.** of **699 WEST 1ST AVENUE SUITE B, COLONA, IL 61241**, hereinafter referred to as the "CONTRACTOR," and the **CITY OF MOLINE, ILLINOIS**, hereinafter referred to as the "CITY;"

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **SEVEN HUNDRED NINETEEN THOUSAND EIGHT HUNDRED AND 65/100 (\$719,800.65) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1188, HAWK HOLLOW SUBDIVISION** as set out in the plans and specifications.

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

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

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

This Contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK_ISL.htm.

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

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

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

This project is funded in part with Community Development Block Grant Funds. The CONTRACTOR and SUBCONTRACTORS shall comply with the Code of Federal Requirements Title 24 Housing and Urban Development, Sections 85.36 (Procurement); 570.502 (Applicability of

Uniform Administrative Requirements); and 570.610 (Uniform Administrative Requirements and Cost Principles) For further information, please refer to the U.S. Government Publishing Office website at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24tab_02.tpl

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **SEVEN HUNDRED NINETEEN THOUSAND EIGHT HUNDRED AND 65/100 (\$719,800.65) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

KCM CONSTRUCTION CORP.

CITY OF MOLINE, ILLINOIS

By:

Richard K. Meyer

Richard K. Meyer

By:

Scott Raus

Mayor

Attest:

Mary Annavelle
City Clerk

Approved as to form:

Mary Annavelle
City Attorney

Date:

9.3.15

Date:

9.15.2015

Performance Bond Attached

Certificate of Insurance Attached

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of September, 2015, or have caused these presents to be executed by our authorized agent on the same day and year.

KCM Construction Corp.
By [Signature] President
North American Specialty Insurance Company
By [Signature]
Dione R. Young, Attorney-in-fact

Approved as to Form:

[Signature]
City Attorney

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN,
CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN, LACEY CRAMLIT and DIONE R. YOUNG

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of January, 2013.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of January, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ___ day of ___, 20 13 .

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Client#: 6814

KCMCONST

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/02/2015

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

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

PRODUCER Ruhl & Ruhl Insurance 700 Putnam Building 215 N. Main Street Davenport, IA 52801	CONTACT NAME: Joyce Briggs PHONE (A/C, No, Ext): 563 324-1981 E-MAIL ADDRESS: briggo@ruhins.com	FAX (A/C, No): 563-324-3410	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED KCM Construction Corp. P.O. Box 425 Colona, IL 61241	INSURER A: Acuity		14184
	INSURER B: Columbia Casualty		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

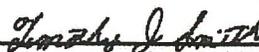
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X59320	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Oth Car		X59320	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		X59320	01/01/2015	01/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	X59320	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Leased/Rented Equipment		X59320	01/01/2015	01/01/2016	\$500,000
B	Professional Liab		CEO	09/01/2015	09/01/2016	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project #1188, Hawk Hollow Subdivision

Certificate holder is included as an additional insured under General Liability, on a primary and non contributory basis and additional insured on the Automobile Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions. A waiver of subrogation applies under the General Liability, Automobile Liability and Workers Compensation in favor of the additional insured listed, when agreed in a written contract subject to policy terms, conditions and exclusions. Umbrella follows form.

CERTIFICATE HOLDER City of Moline 619 - 16th St Moline, IL 61265	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

This page has been left blank intentionally.



Department of
Public Works

3635 4th Avenue
Moline, Illinois 61265

Administration
(309) 524-2345

Engineering
(309) 524-2350

Municipal Services
(309) 524-2400

TRANSMITTAL

Date: September 2, 2015
To: Maureen/Vickie
Subject: Project No. 1188 -
Hawk Hollow Subdivision

RECEIVED
9/15/15

OK Mkr 9.3.15

Sent to Eng 9-16-15

Sent VIA:	
<input type="checkbox"/>	Hand Delivered
<input checked="" type="checkbox"/>	Interoffice Mail
<input type="checkbox"/>	Fax
<input type="checkbox"/>	Fax, Original Mailed
<input type="checkbox"/>	UPS
<input type="checkbox"/>	Fed Ex

We are Sending:	Transmitted for:	Action Taken:
<input type="checkbox"/> Plans, ____ Copies	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Specifications, ____ Copies	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Shop Drawings, ____ Copies	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned
<input type="checkbox"/> Pay Estimate	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Revise and Resubmit	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Prints	<input type="checkbox"/> Signature	<input type="checkbox"/> Revised
<input type="checkbox"/> Letter	<input type="checkbox"/> Return By:	
<input type="checkbox"/> Request for Information	<input type="checkbox"/> Return ____ Copies	
<input checked="" type="checkbox"/> Other:		

COMMENTS:

Enclosed please find the Contract, Contract Bond and Certificate of Liability documents for the above-referenced project that goes to council on 09/15/2015 for your review.

Thanks!

Andrea Peterson
Engineering Division
City of Moline
3635 4th Avenue
Moline, IL 61265
apeterson@moline.il.us

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.