



MOLINE COW/COUNCIL AGENDA

Thursday, March 2, 2023

5:30 PM

Special Meeting

City Hall - Council Chambers

619 16th Street

Moline, IL 61265

The meeting will be audio or video recorded and made available to the public, as provided by law, at <http://www.moline.il.us/CivicMedia?CID=9>

1. **Council Call to Order**

2. **Pledge of Allegiance**

3. **Invocation – Mayor Rayapati**

4. **Remote Electronic Attendance (if necessary)**

Approval of the remote electronic attendance of certain elected officials

5. **Roll Call**

6. **Public Comment**

7. **Questions on the Agenda**

8. **Non-Consent Agenda - Resolutions**

8.1 1048-2023 [A Resolution approving a Property Tax Guarantee by and between the City of Moline and Lakeshore Recycling Systems, LLC.](#)

9. **Miscellaneous Business**

10. **Public Comment**

11. **Executive Session (if necessary)**

12. **Adjournment of City Council**

AGENDA ITEM DETAIL

March 2, 2023

A Resolution approving a Property Tax Guarantee by and between the City of Moline and Lakeshore Recycling Systems, LLC.

SUGGESTED ACTION:

ATTACHMENTS:

[1048-2023 EXEC RES Janine-David - Lakeshore Recycling Systems Property Tax Guarantee Agreement-CBx.pdf](#)

[1048-2023 EXEC RES Janine-David - Lakeshore Recycling Systems Property Tax Guarantee Agreement-ATT1.pdf](#)

[1048-2023 EXEC RES Janine-David - Lakeshore Recycling Systems Property Tax Guarantee Agreement-ATT3.pdf](#)

Council Bill/Resolution No. 1048-2023

Sponsor: _____

A RESOLUTION

APPROVING a Property Tax Guarantee Agreement by and between the City of Moline and Lakeshore Recycling Systems, LLC.

WHEREAS, the City and Lakeshore Recycling Systems, LLC (“LRS”) negotiated the terms of a Host Agreement (“Host Agreement”) for a proposed solid waste transfer station (“Transfer Station”) located at 7310 47th Street (“Property”); and

WHEREAS, Section 11 of the Host Agreement requires that, within 45-days after the February 13, 2023 Effective Date of the Host Agreement, the City and LRS will negotiate and approve the terms of a subsidiary agreement or addendum to the Host Agreement that sets a base assessed valuation for the Property to establish a minimum calculation of property taxes; and

WHEREAS, LRS and the City have negotiated the terms of a mutually acceptable Property Tax Guarantee Agreement that establishes a base assessed valuation and minimum calculation of property taxes to be paid over the operational life of the Transfer Station.

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

Section 1 - APPROVAL

The Property Tax Guarantee Agreement shall be and is hereby approved in substantial form as presented to the Corporate Authorities.

Section 2 - AUTHORIZATION

The Mayor is hereby authorized and directed to execute and seal, on behalf of the City, the Property Tax Guarantee Agreement only after receipt of at least two fully executed copies of the Agreement by the Company; provided, however, that if the two fully executed copies of the Property Tax Guarantee Agreement are not submitted to the City within 30 days after the adoption of this Resolution, this authority to execute and seal will, at the option of the City Council, be null and void.

CITY OF MOLINE, ILLINOIS

Mayor

March 2, 2023
Date

Passed: _____
March 2, 2023

Approved: _____
March 7, 2023

Attest: _____
City Clerk

Property Tax Guarantee Agreement by and between the City of Moline and Lake Shore Recycling Systems, LLC

(Moline Waste Transfer Station – 7310 47th Street)

This agreement entered into this ___ day of March, 2023, between the City of Moline, Illinois, a Illinois home rule municipal corporation (Moline), and between Lakeshore Recycling Systems, LLC. (LRS).

Whereas, LRS seeks to develop, build and permit a Solid Waste Transfer Station on approximately 10 acres of property in the Quad Cities Industrial Airpark located in Moline, Illinois. A copy of the legal description of the subject property is attached hereto and made a part hereof. and;

Whereas, the Parties have previously entered into a Host Agreement on February 13, 2023, which agreement addresses the respective rights and obligations of the parties relative to a Solid Waste Transfer Station LRS seeks to develop, and;

Whereas, the Parties desire to resolve issues relating to property taxes which Rock Island County will collect based on an assessment by the Blackhawk Township Assessor’s Office and LRS will pay on the subject property after it is developed,

NOW, therefore be it resolved that for the consideration recited herein and other good and valuable consideration, the Parties agree as follows:

1. Upon issuance of an occupancy permit at the conclusion of construction, it is anticipated that Rock Island County will assess the subject property for real estate tax purposes. Upon completion of the assessment and issuance of a bill for real estate taxes LRS will pay an annual sum equal to \$_____ or the actual amount of the tax bill, whichever is greater.
2. LRS reserves the right to appeal any tax assessment and real estate tax bill, but in no event shall it pay less than \$_____ in annual real estate taxes on the property.
3. Execution of this agreement shall not be considered as evidence of pre-judgment on any Section 39.2 siting application LRS may file with Moline.
4. This Agreement shall remain in force and effect for as long as LRS is operating a Solid Waste Transfer Station on the subject property.

This Agreement will be binding upon LRS, and its successors and assigns.

IN WITNESS THEREOF, Moline and LRS have caused this Agreement to be executed by their duly authorized representatives on the day and year written above.

CITY OF MOLINE, ILLINOIS

LAKESHORE RECYCLING SYSTEMS, LLC.

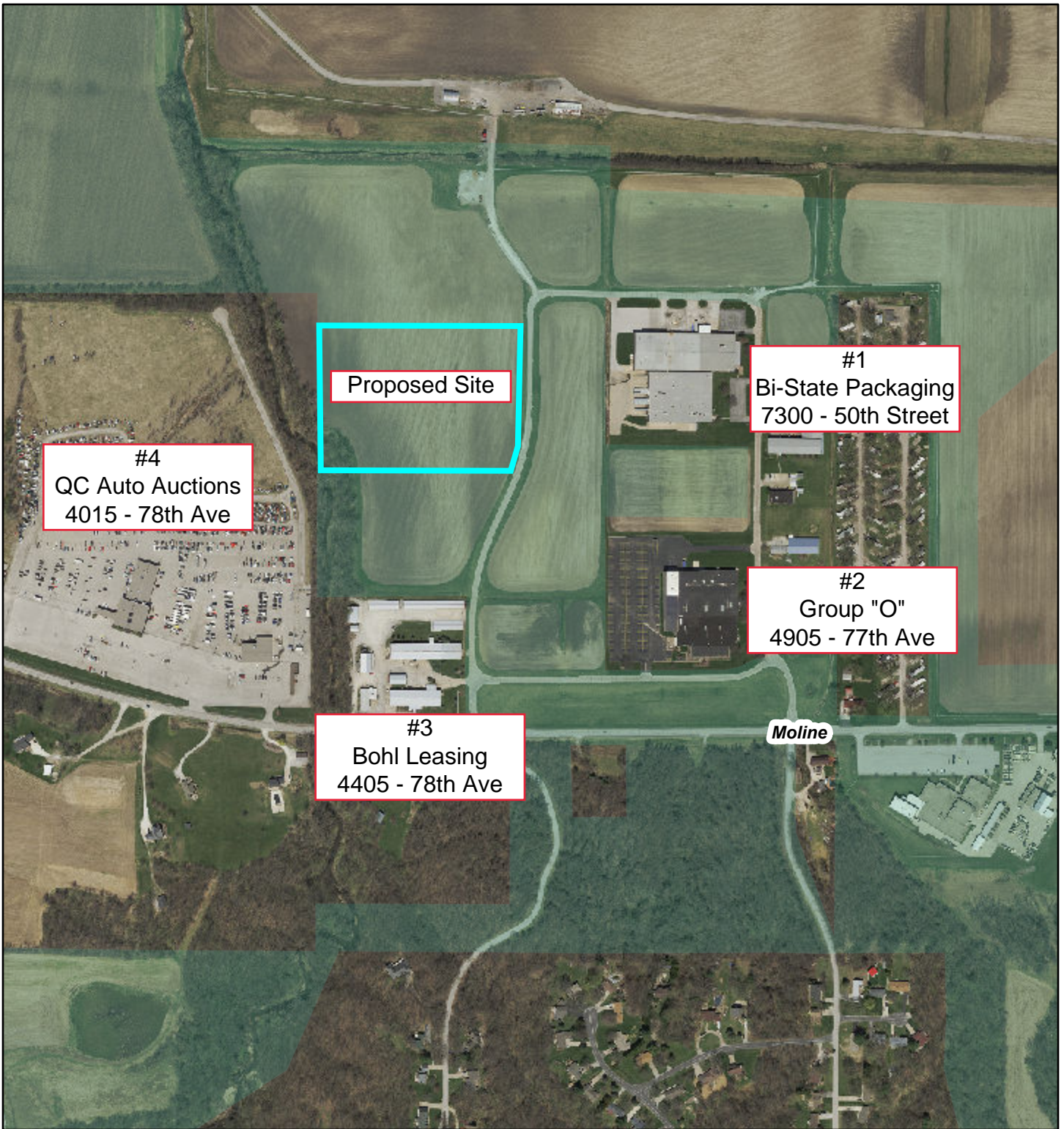
By: _____

By: _____

Its: _____

Its: _____

Parcel Map



2/23/2023, 1:14:16 PM

Rock-Island-County_MG4_RGB_Mosaic_40x.sid

-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3

Iowa DNR, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS