



MOLINE CITY COUNCIL AGENDA

Tuesday, July 9, 2013

6:30 p.m.

(immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of June 18, 2013 and May Financial Report.

RESOLUTIONS

1. Council Bill/Resolution 1094-2013

A Resolution authorizing the Mayor and City Clerk to execute an Agreement between the City of Moline and the Quad Cities Chamber of Commerce, Inc. for the administration of the Moline Centre Main Street Program and coordination of the maintenance and landscaping requirements for Special Service Areas #5 and #6.

EXPLANATION: The Moline Centre Main Street Program (“Program”) was created in 2009 as an independent organization and became a division of the City in 2010 so as to ensure its continued viability. Due to recent City staffing vacancies, the City has re-assessed its involvement in the Program and has determined that its administration would be better suited by an entity operated independently from the City. The Quad Cities Chamber of Commerce works to promote the Quad Cities region and to encourage economic development and the growth of local businesses and has experience in coordinating and marketing special events and maintaining improvements in downtown communities. The City and the Chamber believe that the Chamber is well-suited to oversee and coordinate the Program and activities as well as the maintenance, landscaping and improvements of Special Service Areas #5- Bass Street Landing and #6-Downtown. The transfer of this function to the Chamber will result in lower operational costs and economies of scale and will resolve any inherent conflicts that arise from operating the Program as part of a governmental entity.

OMNIBUS VOTE		
Council Member	Aye	Nay
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Raes		

FISCAL IMPACT: Estimated reduction in labor & operational costs

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

RESOLUTIONS

2. Council Bill/Resolution 1095-2013

A Resolution authorizing the Mayor and City Clerk to execute a Licensing Agreement with Griffin’s Floorcrafters, Inc. to install a sign overhanging 5th Avenue right of way at 1305 5th Avenue.

EXPLANATION: Floorcrafters is seeking approval of a Licensing Agreement to allow a sign overhanging the right-of-way at 1305 5th Avenue. The Façade Committee approved this sign.

FISCAL IMPACT: \$30 annual fee to the City

PUBLIC NOTICE/RECORDING: N/A

1095		
Council Member	Aye	Nay
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Raes		

3. Council Bill/Resolution 1096-2013

A Resolution approving a request from the Illinois Department of Transportation for the City of Moline to serve as the lead agency in relocating the Moline railroad depot to the Western Illinois University QC Riverfront Campus and authorizing the Mayor to execute a letter concurring with this request.

EXPLANATION: After meeting with all of the various stakeholders involved in relocating the Moline railroad depot to the WIU campus in order to save it from demolition due to the new I-74 Bridge project, the Illinois Department of Transportation has requested the City of Moline to serve as the lead agency because the City can more efficiently facilitate the logistics of this effort. This request is supported by the Chair of the Moline Historic Preservation Commission. The Illinois DOT would also provide some \$1,351,376 to cover the expense of this move and there are additional local dollars and in-kind services that have been privately donated to this effort. Because the City has no expertise or experience on its engineering staff in-house, it will be necessary for the City to retain the services of a qualified engineering firm (most likely at a cost higher than a traditional civil engineering rate) to provide the necessary engineering services to facilitate the moving of an old brick built structure.

FISCAL IMPACT: IDOT will reimburse the City for expenses

PUBLIC NOTICE/RECORDING: N/A

1096		
Council Member	Aye	Nay
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Raes		

4. Council Bill/Resolution 1097-2013

A Resolution authorizing the Mayor and City Clerk to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project No. 1189, 2013 Pavement Patching, in the amount of \$602,517.00.

EXPLANATION: The 2013 Pavement Patching contract has been terminated upon mutual agreement between the City of Moline and the lowest responsible and responsive bidder. It is in the best interest of the City to enter into a contract with the second lowest responsible and responsive bidder, Centennial Contractors of the Quad Cities, Inc., to complete the balance of the pavement patching work at the bid unit prices submitted by Centennial Contractors of the Quad Cities, Inc.

1097		
Council Member	Aye	Nay
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Raes		

FISCAL IMPACT: Funds are available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	372,517.00	372,517.00	510-9965-438.08-10
Water	140,000.00	140,000.00	310-1716-434.08-45
WPC	90,000.00	90,000.00	320-1840-433.08-30
Storm			330-1971-433.08-35
	\$602,517.00	\$602,517.00	

PUBLIC NOTICE/RECORDING REQUIRED: N/A

FIRST READING ORDINANCES

5. Council Bill/General Ordinance 3016-2013

An Ordinance amending Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Sec. 8-5101, “AMENDMENTS TO MOLINE PLUMBING CODE,” by repealing subsection (b) in its entirety and enacting in lieu thereof one new subsection (b), repealing subsection (f) in its entirety and enacting in lieu thereof one new subsection (g), and consecutively renaming the remaining subsections of Sec. 8-5101.

EXPLANATION: Chapter 8 of the Moline Code of Ordinances currently requires the use of Type “L” copper pipe for interior, domestic water distribution pipe. This ordinance will amend certain provisions of Chapter 8 to include cross-linked polyethylene (Pex) tubing as an approved material for interior, domestic water distribution pipe.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Special Ordinance 4024-2013

A Special Ordinance repealing Special Ordinance No. 4006-2013 which declared the prevailing rate of wages to be paid workers on public works projects, and ascertaining and declaring the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

EXPLANATION: State statute requires the City annually adopt an ordinance setting prevailing wage to be paid on City projects. This Special Ordinance repeals Special Ordinance No. 4006-2013 which declared the prevailing wages for January – June 2013.

CONSIDERATION REQUESTED

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: File with the Secretary of State and Department of Labor.

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

Members of the public are permitted to speak after first stating their name and address.

EXECUTIVE SESSION

Consideration		
Council Member	Aye	Nay
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Raes		

CB 4024		
Council Member	Aye	Nay
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Raes		

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement between the City of Moline and the Quad Cities Chamber of Commerce, Inc. for the administration of the Moline Centre Main Street Program and coordination of the maintenance and landscaping requirements for Special Service Areas #5 and #6.

WHEREAS, the Moline Centre Main Street Program ("Program"), created in 2009 as an independent organization, became a division of the City of Moline ("the City") in 2010, pursuant to General Ordinance No. 3029-2010, so as to ensure its continued viability; and

WHEREAS, as a result of recent City staffing vacancies, the City has re-assessed its involvement in the Program and has determined that the Program's administration is better suited by an entity operated independently from the City; and

WHEREAS, the Quad Cities Chamber of Commerce, Inc. ("the Chamber"), a non-profit organization, seeks to promote the Quad Cities region and to encourage economic development and the growth of local businesses and the vitality of the Quad Cities region, and the Chamber has experience in coordinating and marketing special events and maintaining improvements in downtown communities; and

WHEREAS, the City and the Chamber believe that the Chamber is well-suited to oversee and coordinate the Program and activities as well as the maintenance, landscaping and improvements of Special Service Areas #5- Bass Street Landing and #6- Downtown, in a similar manner as it does for downtown Davenport; and

WHEREAS, the transfer of this function to the Chamber will result in lower operational costs and economies of scale and will resolve any inherent conflicts that arise from operating the Program as part of a governmental entity.

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 between the City of Moline and the Quad Cities Chamber of Commerce, Inc. for the administration of the Moline Centre Main Street Program and coordination of the maintenance and landscaping requirements for Special Service Areas #5 and #6; provided, however, that said Agreement is substantially similar in 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

July 9, 2013

Date

Passed: July 9, 2013

Approved: July 16, 2013

Attest: _____

City Clerk

Approved as to Form:

By: 

City Attorney

AN AGREEMENT BETWEEN THE CITY OF MOLINE, ILLINOIS AND THE QUAD CITIES CHAMBER OF COMMERCE, INC.

WHEREAS, the Moline Centre Main Street Program, created in 2009 as an independent organization, became a division of the City of Moline ("the City") in 2010, pursuant to General Ordinance No. 3029-2010, so as to ensure its continued viability; and

WHEREAS, as a result of recent staffing vacancies, the City has re-assessed the City's involvement in the Main Street Program and has determined that the administration of the Program is better suited by an entity operated independently from the City; and

WHEREAS, the Quad Cities Chamber of Commerce, Inc. ("the Chamber"), a non-profit organization, seeks to promote the Quad Cities region and to encourage economic development and the growth of local businesses and the vitality of the Quad Cities region and has experience in coordinating and marketing special events and maintaining improvements in downtown communities; and

WHEREAS, the City and the Chamber believe that the Chamber, acting on behalf of the City, is well-suited to oversee and coordinate the Moline Centre Main Street Program and activities as well as the maintenance, landscaping and improvements of Special Service Areas #5- Bass Street Landing and #6- Downtown; and

WHEREAS, the transfer of the administrative function to the Chamber will result in lower operational costs and economies of scale and will resolve any inherent conflicts that arise from operating the Main Street Program as part of a governmental entity.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained and for other valuable consideration, the receipt of which is hereby acknowledged and subject to the following terms and conditions, the City and the Chamber execute this agreement for the administration of the Moline Centre Main Street Program and for the coordination of the maintenance and landscaping requirements pertaining to Special Service Area # 5- Downtown and Special Service Area #6- Bass Street Landing, as follows:

SECTION 1. TERM.

1.1 Term. The Term of this Agreement shall commence on July 10, 2013 and terminate on June 30, 2014, subject to earlier termination as provided in Section 9 below.

1.2 Extension To Be Negotiated. An extension of the original term, if any, shall be at the discretion of the City and the Chamber on terms negotiated between the parties.

SECTION 2. SCOPE OF SERVICES AND RESPONSIBILITIES OF CHAMBER FOR MAIN STREET PROGRAM.

2.1 Moline Centre Main Street Program.

The Chamber shall administer and operate the Moline Centre Main Street Program on behalf of the City. The Chamber agrees to exercise its best efforts within the resources provided by the City to administer the Main Street Program with the necessary staff to maintain the City's designation as a Main Street Community within the State of Illinois program, which includes activities to facilitate the Main Street Four-Point Approach® and its Eight Guiding Principles of economic revitalization to build a sustainable and complete community revitalization effort of the historic downtown district. The Illinois Main Street Program is administered by the Illinois Department of Commerce and Economic Opportunity.

According to the Illinois Department of Commerce and Economic Opportunity, the Main Street Four-Point Approach® is a practical, local approach to revitalizing traditional downtowns and neighborhood commercial districts. Initiated in 1980 by the National Trust for Historic Preservation, the Main Street Four-Point Approach® provides a framework for communities to incrementally address the issues and challenges facing their downtowns and commercial districts. This framework involves comprehensive, local work in all of the following areas:

- **Organization** – creating a well-run, financially sustainable non-profit organization that operates the Main Street program locally;
- **Promotion** – promoting and marketing the Main Street district through special events and festivals, business promotions, and overall image development;
- **Design** – improving the district's physical environment through historic preservation, building renovation, façade improvements, public space improvements, amenities and infrastructure; and
- **Economic Restructuring** – developing the Main Street district's markets and economy, including identification of current and potential market opportunities, business retention, business recruitment, development of financial assistance tools, and real estate development.

The Chamber agrees to administer the Moline Centre Main Street Program in accordance with the above framework and in compliance with all requirements of the Illinois Main Street Program, including any ongoing training of staff that is required to maintain Main Street status.

The Chamber further agrees to undertake fundraising activities, such as sponsoring and organizing special events, to support the Main Street Program and to foster long-term sustainability of the Main Street Program. In the past, the City's Main Street Program has sponsored summer concerts at Bass Street Landing, "Jazzed for the Holidays" in conjunction with the Lighting on the Commons, a downtown pub crawl, and various "Shop Local" events. The Chamber will continue to sponsor these or similar events. Furthermore, the Chamber shall

assume the responsibilities of scheduling special events at Bass Street Landing Plaza and arranging for the appropriate City services needed for events, if any, by coordinating with the appropriate City staff. The Chamber reserves the right to establish reasonable terms and conditions for scheduling such events. The Chamber shall prepare all invoices for the use of City property and utilities by third parties as appropriate for special events at Bass Street Landing Plaza and elsewhere as needed. Furthermore, the Chamber employee handling special events shall be a member of the City's Special Events Committee, which coordinates and schedules services as needed for special events in the downtown. The Chamber employee shall attend the monthly meetings of the Special Events Committee. The Chamber agrees to publicize downtown Moline events in similar fashion as it does for the Downtown Davenport District, including, but not limited to, weekly e-mail blasts of upcoming events and posting of events on the Chamber's website.

The Chamber agrees, within in the resources provide by the City, to market the City's Façade Improvement Program and accept applications to be submitted to the appropriate City staff for processing, review and approval.

2.2 Moline Centre Main Street Commission.

The Chamber agrees to administer and operate the Moline Centre Main Street Program in conjunction with the Moline Centre Main Street Commission ("the Commission") as established pursuant to City of Moline General Ordinance 3029-2010, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

The Commission consists of seven members, including one City employee representative, and a non-voting staff project coordinator. Should vacancies arise on the Commission, the Chamber shall notify the City of such vacancies and facilitate the filling of those vacancies. All Commission members shall continue to be approved and appointed by the Mayor of the City of Moline as provided by ordinance.

The Chamber agrees to provide a non-voting staff project coordinator to organize and attend all Commission meetings, to take minutes of Commission meetings, and to support the mission of the Commission, which is set forth in Exhibit A.

As part of its operations of the Moline Centre Main Street Program, the Chamber agrees to foster and recruit volunteers for Main Street Program activities and events in furtherance of its mission.

SECTION 3. SCOPE OF SERVICES AND RESPONSIBILITIES OF CHAMBER FOR SPECIAL SERVICE AREAS.

3.1 Special Service Areas.

The Chamber shall administer and coordinate the operations of Special Service Area #5- Bass Street Landing and Special Service Area #6- Downtown in the manner set forth in sections 3.2 and 3.3 below. These Special Service Areas (SSAs) were created by the City of Moline by special ordinance to provide an enhanced level of amenities and services, such as streetscaping,

landscaping, and maintenance, in these specific geographical areas. A copy of the Special Ordinances establishing these SSAs and delineating the boundaries of the SSAs are attached hereto and incorporated herein by reference as Exhibits B and C.

3.2 SSA Boards.

In accordance with Illinois law, the SSAs are governed by boards comprised of owners of property located within their respective SSAs or their representatives. These Boards hold regular meetings and approve the budgets for their respective SSAs. The Board then makes recommendations to the City Council in determining how best to allocate and disburse Special Service Area revenues. The City Council has the ultimate authority to levy the Special Service Area tax and allocate the revenues. The Chamber shall provide a staff person to post agendas and coordinate with the City Clerk in accordance with the Illinois Open Meetings Act, organize and attend all of the SSA meetings, take minutes of the SSA meetings, and provide a recommended annual budget for each SSA for Board approval and then City Council approval.

3.3 SSA Maintenance Contracts.

Further, the Chamber agrees to administer the current SSA maintenance contracts that the City has with Quality Construction, Inc. through December 31, 2013. The Chamber will review all invoices for work performed under these contracts and forward the invoices to the City for payment. A copy of these contracts are attached hereto and incorporated herein by reference as Exhibits D and E. Prior to expiration of these contracts, the City will issue a Request for Proposals for the continued maintenance work and awarding the contracts, and the Chamber shall be responsible for overseeing the contracts once awarded and for reviewing and forwarding the invoices for said work to the City for payment. This arrangement shall not preclude the Chamber from submitting a proposal for the maintenance work, but the City makes no representations as to who will be awarded the work as the award shall be made in accordance with the City's Purchasing Code. The Chamber further agrees to coordinate with the City's Public Works Department as to the assignment of work and projects in the SSAs.

SECTION 4. STAFFING.

The Chamber agrees to staff the Main Street Program as needed in order to run the program successfully and so as to maintain Illinois Main Street Program status. The Chamber agrees to staff the SSAs as needed in order to fulfill the purpose of the SSAs. As part of the transition of the administration of the Main Street Program and the SSAs from the City to the Chamber, the Chamber agrees to offer employment to the current person who handles Main Street and SSA activities on behalf of the City as a full-time employee of the Chamber. The Chamber shall have the right to assign this person to a certain job or position as the Chamber sees fit. The Chamber shall have the right to determine job duties and responsibilities of this person and to establish the salary for the employee. This person shall be subject to the terms, conditions, and benefits of employment that generally apply to all Chamber employees.

SECTION 5. OFFICE SPACE AND EQUIPMENT.

The Chamber shall provide the necessary office space, equipment and supplies needed for staff to administer the Main Street and SSA programs efficiently, subject to any limitations or parameters of the operating budget referenced in Section 6 below.

SECTION 6. BUDGET.

The Chamber has submitted as Exhibit F attached hereto and incorporated herein by reference, the annual operating budget to the City for the cost of administering the Moline Centre Main Street Program and SSAs (“operating budget”) for the term of this Agreement. This budget delineates specific line items for operational costs such as staffing costs, office space, equipment, supplies, and program costs (such as items associated with sponsorship of special events). This operating budget is to be kept separate and apart from the individual SSA budgets, which include maintenance contracts. The City has approved the budget and shall remit payment to the Chamber in two installments, one for operating costs for the remainder of 2013 to be made within thirty days of approval of the budget and one for the first six months of 2014 to be made by February 1, 2014.

The Chamber shall make requests for SSA expenditures for the City’s fiscal year 2014 (starting January 1, 2014) to the City Administrator. The City Administrator shall then submit a proposed budget for each of the two SSAs. This budget will first be approved by the respective SSA Board before being submitted to the City Council for approval. Upon approval of each SSA budget, payments for budgeted items shall be made by the City as invoiced.

The parties acknowledge that not all costs can be foreseen or budgeted in advance. For such unbudgeted items, the Chamber shall make a written request to the City to incur the expense. If the unbudgeted item is approved by the City, the expense shall be invoiced to the City and paid by the City thereafter within 30 days.

SECTION 7. RECORDS AND REPORTING REQUIREMENTS.

The Chamber shall keep books and records as reasonably requested by the City. The City shall maintain books and records regarding its transactions with the Chamber. The City, other appropriate State or Federal agencies, or any of their authorized representatives, shall have access to any books, documents, papers, files and records of the Chamber pertaining to the Moline Main Street Program or the SSAs. The Chamber shall retain, for at least 5 years, any and all financial records and supporting documents, including audited financial statements, pertaining to the Moline Main Street Program and the SSAs.

SECTION 8. RESPONSIBILITIES OF THE CITY.

The City shall make timely payment to the Chamber for operational costs as well as for costs associated with the SSAs, including maintenance contracts. The SSA costs shall be paid within 30 days upon invoice.

The City shall provide monetary or other assistance to the Chamber as needed to carry out the functions of the Main Street program as well as the SSAs. The City shall process façade improvement applications promptly but makes no guarantee that such applications will be approved. The City shall assist with hiring Chamber staff for the Main Street Program and the SSAs as needed.

The City shall provide the Chamber reasonable access to books and records for past events and activities provided by the City which are of a nature of those being delegated to the Chamber under this Agreement.

SECTION 9. TERMINATION.

9.1 Breach or Violation of this Agreement. If any of the terms and provisions of this Agreement are violated, then this Agreement shall be subject to termination by the City or the Chamber as the case may be. The party electing to terminate shall promptly notify the other party in writing, detailing the breach or violation. A violation of this Agreement and grounds for termination shall include, in addition to the breach of any other express provision hereof, in the City's sole determination and discretion, that the Chamber is not performing the Main Street Program or the maintenance of the Special Service Areas to the satisfaction of the City.

9.2 Termination by Mutual Consent. Notwithstanding any provision herein to the contrary, this Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended in writing by mutual consent of City and the Chamber.

9.3 Termination by One Party. Notwithstanding any provision herein to the contrary, this Agreement may be terminated by either party providing the other party with six (6) months prior notice in writing. Notices of termination under this Section shall be delivered in accordance with the provisions of Section 10.7.

9.4 Upon termination of the Agreement, the Chamber has no further responsibilities hereunder to continue the Main Street Program and management and support of the SSAs.

SECTION 10. ASSIGNMENT OR SUBCONTRACT.

10.1 Assignment. Neither the Chamber nor the City shall transfer, convey or assign its obligations herein without the prior written approval of the other party, which may be withheld at its sole discretion. Any attempted transaction in violation of the provisions hereof shall be null and void and considered a breach of this Agreement. After any assignment, the Chamber or City shall remain liable for performance of this Agreement to the extent that the Chamber retains rights and duties under the terms of such assignment.

10.2 Subcontracting. The City shall review and approve all subcontracts for maintenance work in the SSAs by the Chamber of all or any portion of its obligations under this Agreement. The City's approval of any subcontracts may be withheld at its sole discretion.

10.3 Consistent with the Agreement. In the event that an assignment, transfer, agreement, conveyance, or subcontract is allowed under this Section, the provisions thereof shall require compliance with all of the Chamber's obligations under this Agreement and shall not be inconsistent with the terms and conditions of this Agreement.

10.4 Further Approvals Necessary. Approval by the City to any type of transfer or assignment provided for by this Section shall not in any way be construed to relieve the Chamber from obtaining further approval for any subsequent assignment, transfer, or subcontract of any nature whatsoever, or to relieve the Chamber from its obligations and responsibilities under this Agreement.

SECTION 11. MISCELLANEOUS.

11.1 Non-Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to the term or provision. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

11.2 Entire Agreement. This Agreement, including exhibits attached hereto, at the time of its execution constitutes the entire agreement between the parties hereto, and all prior agreements covering the rights and privileges set out herein are superseded by and merged into this Agreement.

11.3 Amendment. This Agreement may be amended only by a written instrument executed by both the City and the Chamber.

11.4 Governing Law. This Agreement shall be deemed to be made in and construed in accordance with the laws of the State of Illinois.

11.5 Invalid Provisions. If any provision of this Agreement or any application thereof shall be held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

11.6 Headings. The Article and Section headings contained herein are for convenience, in reference only, and are not intended to define or limit the scope of this Agreement or any term thereof.

11.7 Notices. All notices required to be given to the City shall be in writing and shall be deemed duly given if mailed by registered or certified mail, postage prepaid, or delivered in hand to:

Lewis J. Steinbrecher
City Administrator
City of Moline
619 16th Street
Moline, Illinois 61265

With a copy to:

Maureen E. Riggs
City Attorney
619 16th Street
Moline, Illinois 61265

or to such other address as the City may in writing substitute therefor by notice to the Chamber.

All notices required to be given to the Chamber shall be deemed duly given if mailed by registered or certified mail, postage prepaid, or delivered in hand to:

Tara Barney
President and CEO
Quad Cities Chamber of Commerce, Inc.
130 W. 2nd Street
Davenport, IA 52801

With a copy to:

Peter Benson
Lane & Waterman LLP
220 N. Main Street, Suite 600
Davenport, IA 52801

or to such other address as the Chamber may in writing substitute therefor by notice to the City

11.8 No Personal Liability. No member, director, or officer or employee of the City or the Chamber shall be charged personally or held contractually liable under any term or provision under this Agreement because of any breach thereof, or because of the execution or attempted execution of this Agreement.

11.9 The Chamber's Status. The Chamber is engaged under this Agreement as a private, independent contractor and not as an agent or employee of the City.

11.10 Compliance with Applicable Law. The parties agree to abide by all local, State and Federal laws relating to the execution of this Agreement and the terms thereof.

Executed on the dates set forth below:

CITY OF MOLINE, ILLINOIS

QUAD CITIES CHAMBER OF
COMMERCE, INC.

By: _____
Scott Raes, Mayor

By: _____

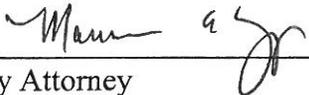
Its _____

Date: _____

Date: _____

Attest: _____
Tracy A. Koranda, City Clerk

Approved as to form:



City Attorney

Council Bill/General Ordinance No. 3029-2010

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, Article IV, "BOARDS AND COMMISSIONS," by adding a new Division 8 entitled "MOLINE CENTRE MAIN STREET COMMISSION."

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

Section 1 – That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, Article IV, "BOARDS AND COMMISSIONS," is hereby adding a new Division 8 entitled "MOLINE CENTRE MAIN STREET COMMISSION," which shall read as follows:

"DIVISION 8. MOLINE CENTRE MAIN STREET COMMISSION

SEC. 2-4800. COMMISSION ESTABLISHED.

There is hereby established a Moline Centre Main Street Commission which shall consist of seven (7) members and a non-voting staff project coordinator. The members shall be appointed by the Mayor, with the advice and consent of the City Council.

SEC. 2-4801. COMMISSION COMPOSITION/TERMS

- a) The Commission, as appointed by the Mayor, shall consist of one (1) representative of the City Council, one (1) member of the Downtown Special Service Area board of directors, four (4) citizen representatives, and one (1) city employee representative. The Main Street Program Coordinator shall be a non-voting Commission member and shall be present at all meetings of the Commission. Two (2) members shall be elected for one (1) year; two (2) members shall be elected for two (2) years; three (3) members shall be elected for three (3) years. Members shall not hold more than two (2) consecutive terms. Members may rejoin the Commission after a one (1) year hiatus.

SEC. 2-4802. ORGANIZATION.

The Commission shall select its own chairman and officers in accordance with procedures which the Commission may, from time to time, adopt.

SEC. 2-4803. MISSION.

The mission of the Moline Centre Main Street Commission shall be to initiate and support active partnerships and projects between Moline citizens, businesses, and City government by promoting a vibrant and vital downtown through a long-term commitment to the Illinois Main Street program and using the National Main Street Four-Point Approach of economic revitalization to build a sustainable and complete community revitalization effort of the historic downtown district.

SEC. 2-4804. FUNCTIONS, GENERALLY.

The Commission shall:

- (1) Stimulate downtown Moline Centre revitalization by encouraging cooperation and building leadership in the business community.
- (2) Create a positive image for downtown Moline Centre by promoting the downtown as an exciting place to live, dine, shop, and invest.
- (3) Improve and enhance the physical appearance of downtown Moline Centre through the use of the Moline Centre District Design Guidelines by encouraging sensitive rehabilitation of existing properties and encouraging compatible new construction that enhances the unique and historic character of downtown Moline Centre.
- (4) Study the economic changes taking place in downtown Moline Centre and analyze the impact of metropolitan growth upon the downtown district.
- (5) Promote community development through planning and programming, consistent with the City of Moline, Illinois, comprehensive and consolidated plans.
- (6) Improve communication and processes between city and businesses.
- (7) Increase public-awareness and enhance the image of downtown Moline Centre.
- (8) Create a business base that will support and complement one another.
- (9) Increase foot traffic and business sales in downtown Moline Centre.
- (10) Improve the visual and physical appearance of downtown Moline Centre.
- (11) Nurture community pride in and support of downtown Moline Centre.
- (12) Promote downtown Moline Centre through marketing, public relations and communications strategies.
- (13) Establish a coordinated effort among various organizations and agencies to support the revitalization of downtown Moline Centre.
- (14) Promote economic growth and increase property values in downtown Moline Centre and to eliminate the causes of deterioration.
- (15) Expand and diversify the retail mix in downtown Moline Centre.
- (16) Strengthen residential development and renovation.
- (17) Maintain and increase private sector investment and expansion.
- (18) To encourage business excellence and quality in merchandise, services and building appearance.
- (19) Create a business district that is unique, diverse, friendly, comfortable, active, accessible, creative, and cultural.

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



Mayor

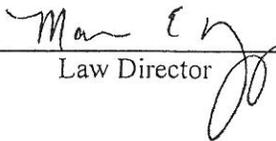
Date 6/22/10

Passed: 6.22.10

Approved: 7.13.10

Attest: Macy Horanda
City Clerk

Approved as to form:



Law Director

PATRICIA "PAT" VERONDA
ROCK ISLAND COUNTY RECORDER
ROCK ISLAND, IL

Return to:
Law Department
City of Moline
1616 6th Avenue
Moline, IL 61265

RECORDED ON
01/10/2006 09:52AM

REC FEE: 0.00

BOOK: 0

PAGE: 0

PAGES: 13

NO FEE

Council Bill/General Ordinance No 3074-2005

Sponsor: _____

AN ORDINANCE

ESTABLISHING Special Service Area Number Five of the City of Moline, Rock Island County, Illinois.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Authority. The City of Moline (the "City") is authorized, pursuant to Article VII, Section 6(l) of the 1970 Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Act"), as amended, to establish special service areas for the provision of special governmental services in portions of the City and to levy or impose a special tax and to issue bonds for the provision of such special services.

Section 2. Findings. (a) The question of establishment of the area hereinafter described as a special service area (the "Special Service Area") was considered by the City Council of the City pursuant to "An Ordinance Proposing the Establishment of Special Service Area Number Five in the City of Moline and Providing for Other Procedures in Connection Therewith," being Special Ordinance No. 4068-2005, adopted on November 15, 2005. The establishment of the Area was considered at a public hearing commenced on December 6, 2005, and finally adjourned on December 6, 2005 (the "Public Hearing"). The Public Hearing was held pursuant to notice duly published in the Dispatch, a newspaper of general circulation within the City, on November 20, 2005, which was at least fifteen (15) days prior to the Public Hearing, and also pursuant to notice by mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area. Said notice by mail was given by depositing said notice in the United States mail not less than ten (10) days prior to the date set for the Public Hearing. In the event taxes for the last preceding year were not paid, said notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property. A certificate of publication of notice and evidence of mailing of notice are attached to this Ordinance as Exhibit A and Exhibit B, respectively. Said notices conform in all respects to the requirements of the Act.

(b) At the Public Hearing, all interested persons, including without limitation, those affected by the establishment of the Area or the issuance of the Bonds or the levy of a tax to pay the Bonds and all owners of real estate within the Area were given an opportunity to be heard on the question of the issuance of bonds to finance a part of the cost of engineering, soil testing and

appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots, sidewalks, bike paths and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, cul-de-sac creation and maintenance, public rights-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, provision of amenities, (collectively, the "Improvements"), on the question of the conditions for participating in the Special Service Area as more particularly set forth herein, and on the question of the retirement of said bonds as due from time to time by a levy of a tax on real property within the Area and given the opportunity to file objections to the establishment of the Area, the potential issuance of Bonds and the levy of said tax.

(c) After considering the data as presented to the City Council of the City and at the Public Hearing, the City Council of the City of Moline finds that it is in the best interests of the City and of the residents and property owners of the City of Moline Special Service Area Number Five and that the Special Service Area Number Five, as hereinafter described, be established.

(d) No electors reside within the Special Service Area. All owners of record of the land included within the Special Service Area have waived the right to file a petition objecting to the creation of the Special Service Area in accordance with the Act, the levy or imposition of a tax or the issuance of the Bonds in the amounts described herein for the provision of services to the Area. Said waiver of rights having been committed to writing and been duly executed.

(e) The Special Service Area is compact and contiguous and consists entirely of territory within the corporate limits of the City as required by the Act.

(f) It is in the best interests of the City that the Special Service Area Number Five be created for the financing of the Improvements within the Special Service Area, that the Improvements be financed by the sale of bonds or other obligations of the City, and that ad valorem taxes be levied on real property within the Special Service Area Number Five to retire the bonds and to cover costs and expenses connected with the financing of the Improvements within the Special Service Area.

(g) It is in the best interests of the City of Moline Special Service Area Number Five that the furnishing of the Improvements proposed be considered for the common interests of the Special Service Area and that the Special Service Area will benefit specially and uniquely from the Improvements and said improvements are in addition to municipal services or improvements provided to the City as a whole.

Section 3. City of Moline Special Service Area Number Five Established. A special service area to be known and designated as "City of Moline Special Service Area Number Five" is hereby established and shall consist of the contiguous territory legally described in Exhibit C hereto, and outlined on the map of a portion of the City attached as Exhibit D hereto, which description and map are by this reference incorporated herein and made a part hereof.

Section 4. Purpose of Area. City of Moline Special Service Area Number Five is established to provide special services to the Special Service Area in addition to services provided in the City generally including without limitation those described or referenced herein or discussed previously at the public hearing. City of Moline Special Service Area Number Five is also created so that bonds or other obligations of credit may be issued for the purposes aforesaid (collectively, the "Bonds"), payable from ad valorem taxes levied upon all taxable real property within the Special Service Area

and secured by the full faith and credit of said Special Service Area. Such taxes shall be levied in addition to all other taxes permitted by law to be so levied and shall be levied at a rate sufficient to retire the interest on the bonds as the same comes due and to discharge the principal thereof at maturity; provided, however, that the amount of the levy shall not exceed the amount set forth in the notice of public hearing referred to herein and no Bonds shall be issued in excess of the principal amount of \$2,000,000 or at an interest rate to exceed the greater of nine percent (9%) per annum or 125% of the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of The Bond Buyer, published in New York, New York, at the time the contract is made for the sale of the Bonds and the Bonds shall mature within not more than thirty (30) years from their date. All property within the Special Service Area Number Five shall be deemed to be taxable for the purposes of collection of taxes to fund the special services delineated herein.

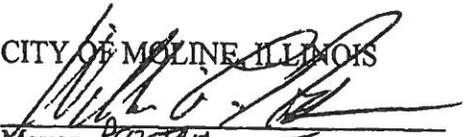
Section 5. The Bonds, in an amount not to exceed \$2,000,000 as set forth hereinabove, and secured by the full faith and credit of the Area, may be authorized by subsequent ordinance, to pay the costs of the services.

Section 6. The City Clerk is hereby directed to file a certified copy of this Ordinance creating the Area, including an accurate map thereof, with the County Clerk and County Recorder of Rock Island County forthwith after the adoption and approval of this Ordinance.

Section 7. Supercede Conflicting Ordinance. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Section 9. Number Five Board. There is hereby created a Special Service Area Number Five Board (hereinafter "Number Five Board") which shall be composed of one representative from each property owner currently located within the area, irrespective of how many individual parcels may be owned by any one individual or group of individuals in a collective business relationship. Such board shall provide input to the corporate authorities of the City in determining how best to allocate and disburse Special Service Area revenues. The Number Five Board shall be granted deference by the corporate authorities, but final decisions shall at all times remain with the corporate authorities as provided by statute.

CITY OF MOLINE, ILLINOIS

Mayor Pro Tem
12-6-05
Date

Passed: 12/06/05
Approved: 12/13/05
Attest: J. Davala-Klotke
City Clerk

Approved as to Form: 
City Attorney

Exhibit A

Certificate of Publication of Notice of Hearing

See Attached (one page)

Dispatch-Argus

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT
TO ENSURE PROPER CREDIT, PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

ACCOUNT # 104486
AD # 344962
AMOUNT \$718.88

CHECK # _____

Please check option that applies:

PAYMENT ENCLOSED Please make checks payable to Moline Dispatch Publishing Co. LLC. 1720 5th Avenue Moline, IL 61265-7997

MOLINE CITY/LEGAL/EAST ANNEX
1616 6TH AVE
MOLINE, IL 61265

BILL MY CREDIT CARD
 Mastercard Visa Discover Amex
Credit Card Number _____
Expiration Date _____
Authorized Signature _____

Dispatch-Argus

BILLING INFORMATION

ACCOUNT #	104486	AD START DATE	11/20/05	AD STOP DATE	11/20/05
AD #	344962	INSERTIONS	1	CLASSIFICATION	2227
AMOUNT	\$718.88			INCHES	106.500
DUE UPON RECEIPT		DESCRIPTION	Special Serv Area Numb F		

Thank you for giving us the opportunity to serve you! If you have any questions regarding this invoice, please contact us at 309-757-4901. We are open Monday - Friday 8:00 a.m. - 5:30 p.m.
Billing Address - 1720 5th Avenue, Moline, IL 61265-7997

RETAIN THIS PORTION FOR YOUR RECORDS

CERTIFICATE OF PUBLICATION

The undersigned, the MOLINE DISPATCH PUBLISHING COMPANY L.L.C., hereby certifies that it is a Limited Liability Company, existing and doing business under the laws of the State of Delaware, licensed to do business in the State of Illinois, and states that it is publisher of THE DISPATCH and THE ROCK ISLAND ARGUS daily, public, secular newspapers of general circulation printed and published daily in the City of Moline, County of Rock Island, State of Illinois, and further certifies that a notice whereof the annexed printed notice, a true copy, was printed and published in said newspapers, 1 time(s); that said notice was so printed and published in said newspaper 1 time(s) in each week for 0 successive week(s), the date of the first said newspaper containing said notice being the 20th day of NOV A.D. 2005 and the last said newspaper containing said notice being the 20th day of NOV A.D. 2005

Publication Fees \$718.88

MOLINE DISPATCH PUBLISHING COMPANY L.L.C.

STATE OF ILLINOIS }
ROCK ISLAND COUNTY } SS.

By [Signature]
Moline, Illinois 11/23/2005

J. Scott Aswege being first duly sworn on his oath, says that he is the Business Manager of the MOLINE DISPATCH PUBLISHING COMPANY L.L.C. and the facts set forth in the foregoing certificate of publication are true and that the annexed notice was published as therein specified, and that said THE DISPATCH and THE ROCK ISLAND ARGUS have been regularly published in the City of Moline, County of Rock Island, and State of Illinois, for more than one year prior to the date of the first publication of said notice.

Subscribed and sworn to before me this 20 day of NOV 2005
Account/Ad# 104486
Account Name MOLINE CITY/LEGAL/EAST ANNEX



[Signature]
Notary Public

Exhibit B

Evidence of Mailing of Notice of Hearing

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
ROCK ISLAND COUNTY, ILLINOIS
GENERAL DIVISION

IN THE MATTER OF THE CITY OF)
MOLINE, ROCK ISLAND COUNTY,)
ILLINOIS, establishing a Special Service)
Area Number Five in the City of Moline,)
Rock Island County, Illinois.)

AFFIDAVIT OF MAILING

I, VICKIE FELGER, Legal Services Specialist for the Law Department for the City of Moline, Illinois, do solemnly swear that I mailed a true and correct Notice of Hearing by mailing a copy of said Notice of Hearing in individual envelopes addressed to the City of Moline, 619 16 Street, Moline, IL 61265, Attn: Mayor and City Clerk, concerning parcels numbered MO 2446, MO 9219, MO 9218, MO 5375, MO 5371, MO 5377, MO 5412, MO 5413, MO 5414, MO 5416, MO 5418, MO 2446-L, MO 5383, MO 5391, MO 5411-A, MO 5383-2, MO 5457, MO 5453, MO 5452, MO 5450, MO 5449, MO 1241; to Kaizen Company of America, LC, 5411 Utica Ridge Road, Davenport, IA 52807, Attn: Charles A. Ruhl, Jr. and Kent M. Pilcher, concerning parcels numbered MO 5412, MO 5413, MO 5414, MO 5416 and MO 5418; to Quad City Rowing Association, P.O. Box 69, Moline, IL 61265, Attn: Rebecca Eiting, concerning a parcel numbered MO 2446-L; to Stoney Creek Investors of Moline, LLC, P.O. Box 1721, Mason City, IA 50402-1721, Attn: James H. Thompson, concerning parcels numbered MO 5383 and MO 5391; Caxton on Bass Street LLC, 5111 Utica Ridge Road, Davenport, IA 52807, Attn: Charles A. Ruhl, Jr. and Kent M. Pilcher, concerning MO 5411-A and MO 5411; respectively, at addresses provided for the last known taxpayer as listed by the Moline Township Assessor's Office and the Rock Island County Recorder of Deeds' Office, and depositing same in the U.S. Mail in the City of Moline on or about November 17, 2005, with proper postage prepaid.

By Vickie L. Felger
Vickie Felger, Legal Services Specialist

SUBSCRIBED AND SWORN to before me this 20th day of December, 2005

By Amy J. Madden
Notary Public

Law Department
City of Moline
1616 6th Avenue
Moline, IL 61265
Phone: (309) 797-0468

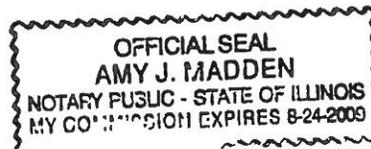


Exhibit CSubject TerritoryLegal Description for Proposed City of Moline Special Service Area Number FiveAREA 1 ASSESSMENT: BOUNDARY DESCRIPTION

PART OF BLOCK "D" OF GEORGE DAVENPORTS ADDITION TO THE CITY OF MOLINE, IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PM, ROCK ISLAND COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE SOUTHEASTERLY CORNER OF SAID BLOCK "D" ALSO BEING THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 18TH STREET AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 1ST AVENUE;
 THENCE SOUTH 63° 18' 18" WEST 150.95 FEET ALONG THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF 1ST AVENUE AND THE SOUTHEASTERLY LINE OF SAID BLOCK "D" TO THE POINT OF BEGINNING;
 THENCE SOUTH 63° 18' 18" WEST 155.31 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF 1ST AVENUE AND SAID SOUTHEASTERLY LINE OF BLOCK "D" TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 17TH STREET;
 THENCE 73.23 FEET ALONG THE ARC OF A 56.03 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 48° 38' 01" WEST 68.13 FEET) ALONG THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF 17TH STREET;
 THENCE NORTH 27° 01' 01" WEST 170.38 FEET;
 THENCE 203.16 FEET ALONG THE ARC OF A 124.34 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 62° 11' 44" EAST 181.31 FEET);
 THENCE SOUTH 26° 48' 11" EAST 237.08 FEET TO THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF 1ST AVENUE AND SAID SOUTHEASTERLY LINE OF BLOCK "D" AND THE POINT OF BEGINNING.
 THIS PARCEL CONTAINS 36,312 SQ.FT. MORE OR LESS.

AREA 2 ASSESSMENT: BOUNDARY DESCRIPTION

PART OF BLOCK 2 OF OLD TOWN, BLOCK D OF GEORGE DAVENPORT'S ADDITION AND PART OF 1ST AVENUE ALL IN THE CITY OF MOLINE IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PM, ROCK ISLAND COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AS A POINT OF REFERENCE AT THE SOUTHEASTERLY CORNER OF BLOCK 2 OF OLD TOWN ALSO BEING THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 2ND AVENUE;
 THENCE NORTH 27° 01' 01" WEST 69.59 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE NORTHEASTERLY LINE OF SAID BLOCK 2 OF OLD TOWN TO THE POINT OF BEGINNING;
 THENCE SOUTH 63° 30' 22" WEST 282.90 FEET;
 THENCE 22.20 FEET ALONG THE ARC OF A 15.02 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 73° 09' 50" WEST 20.24 FEET);
 THENCE 64.59 FEET ALONG THE ARC OF A 126.29 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 40° 06' 57" WEST 63.89 FEET);
 THENCE 95.17 FEET ALONG THE ARC OF A 125.63 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 27° 36' 55" WEST 92.91 FEET);
 THENCE 63.66 FEET ALONG THE ARC OF A 85.01 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 20° 43' 15" WEST 62.18 FEET);
 THENCE 357.00 FEET ALONG THE ARC OF A 536.57 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 39° 07' 45" EAST 350.45 FEET) TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET;
 THENCE 75.29 FEET ALONG THE ARC OF A 56.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 3° 41' 34" EAST 69.74 FEET) AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 1ST AVENUE;
 THENCE SOUTH 39° 25' 14" EAST 61.52 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID 1ST AVENUE;

THENCE SOUTH 27° 01' 01" EAST 251.15 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE SAID NORTHEASTERLY LINE OF BLOCK 2 OLD TOWN TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 98,399 SQ.FT. MORE OR LESS.

AREA 3 ASSESSMENT: BOUNDARY DESCRIPTION

PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF BLOCK 7 OLD TOWN;

THENCE SOUTH 27° 04' 58" EAST 229.45 FEET ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 18TH STREET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE;

THENCE SOUTH 63° 06' 18" WEST 400.26 FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 17TH STREET;

THENCE SOUTH 62° 47' 04" WEST 80.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID 17TH STREET AND THE NORTHEASTERLY CORNER OF BLOCK 19 OF OLD TOWN;

THENCE SOUTH 62° 47' 00" WEST 320.00 FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE AND NORTHWESTERLY LINE OF SAID BLOCK 19 OF OLD TOWN AND THE NORTHWESTERLY LINE OF ATKINSON'S SUBDIVISION TO THE NORTHWESTERLY CORNER OF ATKINSON'S SUBDIVISION;

THENCE NORTH 27° 14' 31" WEST 80.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID 3RD AVENUE AND THE SOUTHWESTERLY CORNER OF BLOCK 9 OF SAID OLD TOWN;

THENCE NORTH 62° 47' 00" EAST 36.93 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID 3RD AVENUE AND SOUTHEASTERLY LINE OF BLOCK 9 OF OLD TOWN;

THENCE NORTH 45° 49' 30" WEST 265.73 FEET;

THENCE NORTH 41° 18' 12" WEST 227.70 FEET;

THENCE NORTH 59° 30' 34" WEST 87.75 FEET;

THENCE NORTH 41° 29' 05" EAST 136.00 FEET;

THENCE NORTH 01° 33' 47" EAST 64.05 FEET;

THENCE NORTH 16° 34' 39" EAST 48.18 FEET;

THENCE 79.19 FEET ALONG THE ARC OF A 30.53 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 23° 55' 16" EAST 58.78 FEET);

THENCE NORTH 33° 03' 25" EAST 128.86 FEET;

THENCE NORTH 52° 13' 55" EAST 122.31 FEET;

THENCE NORTH 30° 32' 20" EAST 42.03 FEET;

THENCE 38.66 FEET ALONG THE ARC OF A 110.29 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 75° 12' 00" EAST 38.46 FEET);

THENCE SOUTH 27° 01' 01" EAST 170.38 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF 17TH STREET;

THENCE 73.23 FEET ALONG THE ARC OF A 56.03 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 38' 01" EAST 68.13 FEET) ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF 17TH STREET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 1ST AVENUE AND THE SOUTHEASTERLY LINE OF BLOCK D OF GEORGE DAVENPORTS ADDITION;

THENCE NORTH 63° 18' 18" EAST 155.31 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF 1ST AVENUE AND SAID SOUTHEASTERLY LINE OF BLOCK D OF GEORGE DAVENPORTS ADDITION;

THENCE SOUTH 27° 01' 01" EAST 16.01 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID 1ST AVENUE AND THE NORTHWESTERLY LINE OF LOT 1 OF STONEY CREEK 1ST ADDITION;

THENCE SOUTH 62° 58' 59" WEST 155.01 FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF 1ST AVENUE AND SAID NORTHWESTERLY LINE OF LOT 1 OF STONEY CREEK 1ST ADDITION;

THENCE 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 17° 58' 59" WEST 21.21 FEET) TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF 17TH STREET;

THENCE SOUTH 27° 01' 01" EAST 348.05 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND SOUTHWESTERLY LINE OF LOT 1 OF STONEY CREEK 1ST ADDITION TO THE SOUTHWESTERLY CORNER OF LOT 1 OF STONEY CREEK 1ST ADDITION AND THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 2ND AVENUE AND NORTHEASTERLY RIGHT OF WAY LINE OF 17TH STREET;

THENCE NORTH 63° 16' 04" EAST 320.91 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF 2ND AVENUE AND SOUTHEASTERLY LINE OF LOT 1 OF STONEY CREEK 1ST ADDITION;
 THENCE NORTH 63° 26' 47" EAST 80.24 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF 2ND AVENUE AND SOUTHEASTERLY LINE OF LOT 1 OF STONEY CREEK 1ST ADDITION TO THE SOUTHEASTERLY CORNER OF LOT 1 OF STONEY CREEK 1ST ADDITION;

THENCE NORTH 27° 10' 18" WEST 169.93 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 OF STONEY CREEK 1ST ADDITION TO THE SOUTHWESTERLY CORNER OF LOT 4, BLOCK 4 OF OLD TOWN;

THENCE NORTH 63° 18' 28" EAST 160.08 FEET ALONG THE SOUTHEASTERLY LINE OF LOTS 3 & 4 OF SAID BLOCK 4 OF OLD TOWN TO THE SOUTHEASTERLY CORNER OF LOT 3 OF BLOCK 4;

THENCE SOUTH 27° 05' 29" EAST 229.64 FEET ALONG THE NORTHEASTERLY LINE OF LOT 6 OF SAID BLOCK 4 AND LINE EXTENDED NORTHWESTERLY AND SOUTHEASTERLY TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID 2ND AVENUE AND THE NORTHWESTERLY LINE OF BLOCK 7 OF OLD TOWN ALSO BEING THE NORTHEASTERLY CORNER OF LOT 3 OF SAID BLOCK 7 OF OLD TOWN;

THENCE SOUTH 63° 12' 21" WEST 160.00 FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF 2ND AVENUE AND NORTHWESTERLY LINE OF BLOCK 7 OF OLD TOWN TO THE POINT OF BEGINNING;

EXCEPT

LOTS 1, 2, 3, AND 4 OF BLOCK 8 OLD TOWN IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

AND ALSO

PART OF BLOCK 2 OF OLD TOWN, BLOCK D OF GEORGE DAVENPORT'S ADDITION AND PART OF 1ST AVENUE ALL IN THE CITY OF MOLINE IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PM, ROCK ISLAND COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHEASTERLY CORNER OF BLOCK 2 OF OLD TOWN ALSO BEING THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 2ND AVENUE;

THENCE NORTH 27° 01' 01" WEST 69.59 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE NORTHEASTERLY LINE OF SAID BLOCK 2 OF OLD TOWN TO THE POINT OF BEGINNING;

THENCE SOUTH 63° 30' 22" WEST 282.90 FEET;

THENCE 22.20 FEET ALONG THE ARC OF A 15.02 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 73° 09' 50" WEST 20.24 FEET);

THENCE 64.59 FEET ALONG THE ARC OF A 126.29 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 40° 06' 57" WEST 63.89 FEET);

THENCE 95.17 FEET ALONG THE ARC OF A 125.63 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 27° 36' 55" WEST 92.91 FEET);

THENCE 63.66 FEET ALONG THE ARC OF A 85.01 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 20° 43' 15" WEST 62.18 FEET);

THENCE 357.00 FEET ALONG THE ARC OF A 536.57 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 39° 07' 45" EAST 350.45 FEET) TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET;

THENCE 75.29 FEET ALONG THE ARC OF A 56.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 3° 41' 34" EAST 69.74 FEET) AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 1ST AVENUE;

THENCE SOUTH 39° 25' 14" EAST 61.52 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID 1ST AVENUE;

THENCE SOUTH 27° 01' 01" EAST 251.15 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE SAID NORTHEASTERLY LINE OF BLOCK 2 OLD TOWN TO THE POINT OF BEGINNING.

AND ALSO

LOT 2 AND 3, PART OF LOTS 1, 4 AND 2ND AVENUE ALL IN BLOCK 9 OF OLD TOWN, AN ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHEASTERLY CORNER OF BLOCK 9 OLD TOWN ALSO BEING THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET;
THENCE NORTH 27° 13' 00" WEST 46.00 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE NORTHEASTERLY LINE OF SAID BLOCK 9 TO THE POINT OF BEGINNING;
THENCE SOUTH 62° 47' 00" WEST 35.42 FEET;
THENCE SOUTH 27° 13' 00" EAST 46.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE AND THE SOUTHEASTERLY LINE OF SAID BLOCK 9;
THENCE SOUTH 62° 47' 00" WEST 203.56 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE AND SOUTHEASTERLY LINE OF BLOCK 9;
THENCE NORTH 26° 43' 37" WEST 27.32 FEET;
THENCE NORTH 49° 44' 39" WEST 145.81 FEET;
THENCE NORTH 63° 22' 12" EAST 294.63 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET;
THENCE SOUTH 27° 13' 00" EAST 112.99 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE NORTHEASTERLY LINE OF BLOCK 9 AND SAID LINE EXTENDED NORTHWESTERLY TO THE POINT OF BEGINNING.
THIS PARCEL CONTAINS 340,822 SQ.FT. MORE OR LESS.

AREA 4 ASSESSMENT: BOUNDARY DESCRIPTION

LOT 1 OF STONEY CREEK 1ST ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.
THIS PARCEL CONTAINS 137,924 SQ.FT. MORE OR LESS.

AREA 5 ASSESSMENT: BOUNDARY DESCRIPTION

LOTS 1,2,3, AND 4 OF BLOCK 8 OLD TOWN, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.
THIS PARCEL CONTAINS 48,223 SQ.FT. MORE OR LESS.

AREA 6 ASSESSMENT: BOUNDARY DESCRIPTION

LOT 2 AND 3, PART OF LOTS 1, 4 AND 2ND AVENUE ALL IN BLOCK 9 OF OLD TOWN, AN ADDITION TO THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHEASTERLY CORNER OF BLOCK 9 OLD TOWN ALSO BEING THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET;
THENCE NORTH 27° 13' 00" WEST 46.00 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE NORTHEASTERLY LINE OF SAID BLOCK 9 TO THE POINT OF BEGINNING;
THENCE SOUTH 62° 47' 00" WEST 35.42 FEET;
THENCE SOUTH 27° 13' 00" EAST 46.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE AND THE SOUTHEASTERLY LINE OF SAID BLOCK 9;
THENCE SOUTH 62° 47' 00" WEST 203.56 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE AND SOUTHEASTERLY LINE OF BLOCK 9;
THENCE NORTH 26° 43' 37" WEST 27.32 FEET;
THENCE NORTH 49° 44' 39" WEST 145.81 FEET;
THENCE NORTH 63° 22' 12" EAST 294.63 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET;
THENCE SOUTH 27° 13' 00" EAST 112.99 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE NORTHEASTERLY LINE OF BLOCK 9 AND SAID LINE EXTENDED NORTHWESTERLY TO THE POINT OF BEGINNING.
THIS PARCEL CONTAINS 40,371 SQ.FT. MORE OR LESS.

AREA 7 ASSESSMENT: BOUNDARY DESCRIPTION

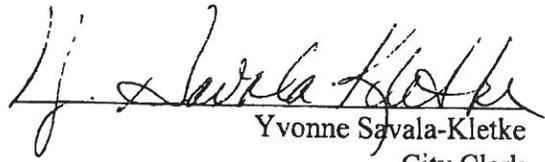
LOTS 1, 2 AND PART OF LOT 3 OF BLOCK 19 IN OLD TOWN, LOTS 1, 2, 3, 4, 5, 6 AND 7 OF ATKINSON'S SUBDIVISION AND THE NORTHWESTERLY ONE-HALF OF A 20 FOOT WIDE ALLEY IN SAID BLOCK 19 OF OLD TOWN, ALL IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF BLOCK 19 OF OLD TOWN ALSO BEING THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY OF 3RD AVENUE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET;
THENCE SOUTH 27° 13' 00" EAST 160.93 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 17TH STREET AND THE NORTHEASTERLY LINE EXTENDED SOUTHEASTERLY OF SAID BLOCK 19 OF OLD TOWN TO THE CENTERLINE OF A 20 FOOT WIDE ALLEY;
THENCE SOUTH 63° 00' 23" WEST 320.00 FEET ALONG THE SAID CENTERLINE OF AN ALLEY;
THENCE NORTH 27° 13' 00" WEST 159.68 FEET ALONG THE SOUTHWESTERLY LINE OF ATKINSON'S SUBDIVISION AND SAID LINE EXTENDED SOUTHEASTERLY TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE AND THE NORTHWESTERLY CORNER OF ATKINSON'S SUBDIVISION;
THENCE NORTH 62° 47' 00" EAST 320.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID ATKINSON'S SUBDIVISION AND BLOCK 19 OF OLD TOWN AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE TO THE POINT OF BEGINNING.
THIS PARCEL CONTAINS 51,297 SQ.FT. MORE OR LESS.

STATE OF ILLINOIS)
) SS
ROCK ISLAND COUNTY)

I, Yvonne Savala-Kletke, City Clerk for the City of Moline, County of Rock Island, State of Illinois, do hereby certify that the foregoing Ordinance, General Ordinance No. 3074-2005, is a true and correct copy of the original Ordinance passed by the City Council of the City of Moline, Illinois, at a meeting duly convened and held on the 6th day of December, 2005.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the corporate seal of the City of Moline, Illinois, this 7th day of December, 2005.


Yvonne Savala-Kletke
City Clerk

(Seal)

PATRICIA "PAT" VERONDA
ROCK ISLAND COUNTY RECORDER
ROCK ISLAND, IL

RECORDED ON
07/25/2008 02:33PM

REC FEE: 0.00

BOOK: 0
PAGE: 0

PAGES: 15

NO FEE

When recorded return to:
Tracy Koranda
City Clerk
City of Moline
619 16th Street
Moline, IL 61265

Council Bill/Special Ordinance No. 4034-2008

Sponsor: _____

A SPECIAL ORDINANCE

ESTABLISHING the Downtown Special Service Area #6 of the City of Moline, Rock Island County, Illinois, the imposition of a tax at a rate sufficient to pay the cost of providing special services in and for such Area, and the issuance of bonds or notes in an aggregate amount not to exceed \$4,000,000 for the purpose of paying the cost of providing special services to the benefit of and for such Area and providing for other procedures in connection therewith.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, as follows:

Section 1. Authority. The City of Moline (the "City") is authorized, pursuant to Article VII, Section 6(l) of the 1970 Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Act"), as amended, to establish special service areas for the provision of special governmental services in portions of the City and to levy or impose a special tax and to issue bonds for the provision of such special services.

Section 2. Findings. (a) The question of establishment of the area hereinafter described as a special service area (the "Special Service Area") was considered by the City Council of the City pursuant to "An Ordinance Proposing the Establishment of the Downtown Special Service Area in the City of Moline and Providing for Other Procedures in Connection Therewith," being **Special Ordinance No. 4005-2008**, approved on **February 19, 2008**. The establishment of the Special Service Area was considered at a public hearing commenced on **April 15, 2008**, and finally adjourned on **April 15, 2008** (the "Public Hearing"). The Public Hearing was held pursuant to notice duly published in the Dispatch, a newspaper of general circulation within the City, on **March 30, 2008**, which was at least fifteen (15) days prior to the Public Hearing, and also pursuant to notice by mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area. Said notice by mail was given by depositing said notice in the United States mail not less than ten (10) days prior to the date set for the Public Hearing. In the event taxes for the last preceding year were not paid, said notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property. A certificate of publication of notice and evidence of mailing of notice are attached to this **Ordinance as Exhibit A and Exhibit B**, respectively. Said notices conform in all respects to the requirements of the Act.

(b) At the Public Hearing, all interested persons, including without limitation, those affected by the establishment of the Special Service Area or the potential issuance of the Bonds or the levy of a tax to pay the Bonds and all owners of real estate within the Special Service Area were given an opportunity to be heard on the question of the potential issuance of bonds to finance a part of the cost of engineering, soil testing and appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots, sidewalks, bike paths and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, cul-de-sac creation and maintenance, public rights-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, operations for Moline Centre Partners or a similar community-based organization, special projects and provision of amenities, (collectively, the "Services"), on the question of the conditions for participating in the Special Service Area as more particularly set forth herein, and given the opportunity to file objections to the establishment of the Special Service Area, the potential issuance of Bonds and the levy of said tax.

(c) After considering the data as presented to the City Council of the City and at the Public Hearing, the City Council of the City of Moline finds that it is in the best interests of the City and of the residents and property owners of the Downtown Special Service Area #6 that the Downtown Special Service Area #6, as hereinafter described, be established.

(d) The special service area is contiguous and consists entirely of territory within the corporate limits of the City as required by the Act.

(e) It is in the best interests of the City that the Downtown Special Service Area #6 be created for the financing of the Services within the Special Service Area, that the Services may be financed by the sale of bonds or other obligations of the City, and that ad valorem taxes be levied on real property within the Downtown Special Service Area #6 to cover costs and expenses connected with the financing of the Services within the Special Service Area.

(f) It is in the best interests of the Downtown Special Service Area #6 that the furnishing of the Services proposed be considered for the common interests of the Special Service Area and that the Special Service Area will benefit specially and uniquely from the Services and said Services are in addition to municipal services or improvements provided to the City as a whole.

Section 3. Downtown Special Service Area #6 Established. A special service area to be known and designated as "Downtown Special Service Area #6" is hereby established and shall consist of the contiguous territory legally described in Exhibit C hereto, and outlined on the map of a portion of the City attached as Exhibit D hereto, which description and map are by this reference incorporated herein and made a part hereof.

Section 4. Purpose of Area. Downtown Special Service Area #6 is established to provide special services to the Special Service Area in addition to services provided in the City generally including without limitation those described or referenced herein or discussed previously at the public hearing. It is estimated that the maximum cost of providing the Services is \$4,000,000. Downtown Special Service Area #6 is also created so that bonds or other obligations of credit may be issued for the purposes aforesaid (collectively, the "Bonds"), payable from ad valorem taxes levied upon all taxable real property within the special service area and secured by the full faith and credit of said Special Service Area. Such taxes shall be levied in addition to all other taxes permitted by law to be so levied and shall be levied at a rate sufficient to retire the interest on the bonds, if issued, as the same comes due and to discharge the principal thereof at maturity; provided, however, that the amount of the levy shall not exceed the amount set forth in the notice of public hearing referred to herein and no Bonds shall be issued in excess of the principal amount of \$1,500,000 or at an

interest rate not to exceed the greater of nine percent (9%) per annum or 125% (and substituting 13% for 9% and 200% for 125% if not tax exempt) of the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of The Bond Buyer, published in New York, New York, at the time the contract is made for the sale of the Bonds and the Bonds shall mature within not more than thirty (30) years from their date. All property within the Downtown Special Service Area #6 shall be deemed to be taxable for the purposes of collection of taxes to fund the special services delineated herein.

Section 5. The Bonds. The Bonds, in an amount not to exceed \$1,500,000 as set forth hereinabove, and secured by the full faith and credit of the Special Service Area, may be authorized by subsequent ordinance, to pay the costs of the services.

Section 6. City Clerk Direction. The City Clerk is hereby directed to file a certified copy of this Ordinance creating the Special Service Area, including an accurate map thereof, with the County Clerk and County Recorder of Rock Island County forthwith after the adoption and approval of this Ordinance.

Section 7. Supersede Conflicting Ordinance. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Section 9. Downtown Special Service Area #6 Board. There is hereby created a Downtown Special Service Area #6 Board (hereinafter "Downtown SSA #6 Board") which shall be composed of nine (9) property owners who have property located within the Downtown Special Service Area #6 and shall be appointed by the Mayor, with the advice and consent of the City Council. Such board shall provide input to the corporate authorities of the City in determining how best to allocate and disburse Special Service Area revenues. The Downtown SSA #6 Board shall be granted deference by the corporate authorities, but final decisions shall at all times remain with the corporate authorities as provided by statute.

CITY OF MOLINE, ILLINOIS

Donald R. Wehner

Mayor

7/15/08

Date

Passed: 07.15.08

Approved: 07.22.08

Attest: *Ameyla Kranda*
City Clerk

APPROVED AS TO FORM:
[Signature]

Law Director

Exhibit A

ORIGINAL NOT LEGIBLE WHEN SCANNED

Certificate of Publication of Notice of Hearing

Dispatch Argus

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT TO ENSURE PROPER CREDIT, PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

ACCOUNT # 213556
AD # 538233
AMOUNT \$659.01

CHECK #

Please check rating that applies:

PAYMENT ENCLOSED Please make checks payable to Moline Dispatch Publishing Co., LLC, 1720 5th Avenue Moline IL 61201-7997

VOLUME CITY OF ECONOMIC DEVELOPMENT
515 16TH ST
VOLUME 1 51208

ORIGINAL NOT LEGIBLE WHEN SCANNED

BILL MY CREDIT CARD

MasterCard Visa Discover Amex

Credit Card Number

Expiration Date

Authorized Signature

Dispatch Argus

BILLING INFORMATION

Table with columns: ACCOUNT #, AD #, AMOUNT, AD START DATE, INSERTIONS, AMOUNT, AD STOP DATE, CLASSIFICATION, INCHES, DESCRIPTION. Includes a thank you note and contact information.

RETAIN THIS PORTION FOR YOUR RECORDS

CERTIFICATE OF PUBLICATION

The undersigned, the Moline Dispatch Publishing Company LLC, hereby certifies that it is a limited liability company, existing and doing business under the laws of the State of Illinois, incorporated to do business in the State of Illinois, and states that it is publisher of THE DISPATCH (hereinafter "DISPATCH") and ARGUS (hereinafter "ARGUS") newspapers of general circulation printed and published daily in the City of Moline, County of Rock Island, State of Illinois, and both newspapers first published with the general public notice in this copy, was printed and published in said newspapers, on the date that said notice was published and published in said newspapers, on the date of each week for 20 consecutive weeks, the date of the first said newspaper containing said notice being the 10th day of MAR, A.D. 2008 and the last said newspaper containing said notice being the 29th day of MAR, A.D. 2008.

Publisher Fees: \$659.01

MOLINE DISPATCH PUBLISHING COMPANY LLC

By [Signature]

Moline, Ill 61201 04/02/2008

STATE OF ILLINOIS }
ROCK ISLAND COUNTY }

I, Brent A. Savage being first duly sworn, depose and say that he is the Business Manager of the Moline Dispatch Publishing Company LLC and the table set forth in the foregoing certificate of publication are true and that the aforesaid notice was published as therein specified, and that said THE DISPATCH and THE ROCK ISLAND ARGUS have been regularly published in the City of Moline, County of Rock Island, and State of Illinois, for more than one year prior to the date of the first publication of said notice.

Subscribed and sworn to before me this 2nd day of APRIL 2008.
LINDA BRATTON-BEYER
Notary Public - State of Illinois
My Comm. Expires 08/27/2010

[Signature]
Notary Public

Exhibit B

Evidence of Mailing of Notice of Hearing

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
ROCK ISLAND COUNTY, ILLINOIS
GENERAL DIVISION

IN THE MATTER OF THE CITY OF)
MOLINE, ROCK ISLAND COUNTY,)
ILLINOIS, establishing the Downtown)
Special Service #6 in the City of Moline,)
Rock Island County, Illinois,)

AFFIDAVIT OF MAILING

I, Fran Frutiger, Executive Assistant for the Planning and Development Department for the City of Moline, Illinois, do solemnly swear that I mailed a true and correct Notice of Hearing by mailing a copy of said Notice of Hearing in individual envelopes for the properties listed below:

PARCEL	PIN	ADDRESS
MO-1135	832404002	1720 5 AVE
MO-1136	832404001	504 17 ST
MO-1137	832404003	514 17 ST
MO-1140	832404004	514 17 ST
MO-1141	832408004	1530-1532 5 AVE
MO-1142	832408003	1526 5 AVE
MO-1143	832408002	1514-16-18-20 5 AVE
MO-1152	832408001	506 15 ST
MO-1153	832408007	524 15TH ST
MO-1160	832408006	1521-23-25 6 AVE
MO-1160-1	832408006	NO ADDRESS
MO-1162	832408008	523 16 ST
MO-1163	832408009	525 16 ST
MO-1164	832413011	601 16 ST
MO-1166	832413010	1530-1532-1540 6 AVE
MO-1167	832413009	1528 6 AVE
MO-1168	832413008	1524 6 AVE
MO-1169	832413007	1522 6 AVE
MO-1170	832413006	1520 6 AVE
MO-1171	832413005	1516-1518 6 AVE
MO-1172	832413004	1514 6 AVE
MO-1173	832413003	1510 6 AVE
MO-1173-1	832413001	1502 6 AVE

MO-1173-2	832413002	1506 6 AVE
MO-1176	832413012	620-624-626 15 ST
MO-1177	832413013	630 15 ST
MO-1179	832413014	1515-1517 7 AVE
MO-1180	832413015	1519 7 AVE
MO-1181	832413016	1533 7 AVE
MO-1185	832413016	619 16 ST
MO-1186	832414004	1630 6 AVE
MO-1189	832414005	1616 6 AVE
MO-1197	832415001	1702 6 AVE
MO-1198	832415004	1701 7 AVE
MO-1199	832415003	620 17 ST
MO-328-C	832100002	1201 RIVER DRIVE
MO-4376	832407008	1630 5 AVE
MO-4377	832407007	1620 5 AVE
MO-4378	832407004	1610 5 AVE
MO-4379	832407005	1614 5 AVE
MO-4380	832407006	1616 5 AVE
MO-4381	832401007	1600-1604-1606- 1608 5 AVE
MO-4381-A	832407002	510-512 16 ST
MO-4382	832407003	514 16 ST
MO-4383	832407009	1601 6 AVE
MO-4784-3	832223001	1515 RIVER DRIVE
MO-5424	832318001	1121 4 AVE
MO-5427	832318002	315 12 ST
MO-5428	832303001	1200 RIVER DRIVE
MO-5430	832319001	1201-1205-1209 4 AVE
MO-5432	832319002	323-325 13 ST
MO-5433	832319003	1311-1315 4 AVE
MO-5435	832319003	1524-1534 RIVER DR
MO-5436	832215006	1529 3 AVE A
MO-5437-1	832215004	1522 RIVER DRIVE
MO-5438	832215003	1520 RIVER DRIVE
MO-5442	832215002	1509 3 AVE A
MO-5444	832215007	310 15 ST
MO-5446	832215001	1506 RIVER DRIVE
MO-5447-1	832225001	1500 RIVER DRIVE
MO-5447-2	832225002	1506 RIVER DR
MO-5448-2	832215008	325 16 ST
MO-5459	832216006	320 16 ST
MO-5461	832216007	321 17 ST
MO-5463	832217007	1722 RIVER DRIVE
MO-5463-1	832217006	NO ADDRESS
MO-5464	832217002	1710 RIVER DRIVE
MO-5465	832217001	1708 RIVER DRIVE
MO-5466	832217004	316 17 ST
MO-5468	832218002	325 19 ST
MO-5469	832218001	1800 RIVER DRIVE

MO-5477	832222001	1801 5 AVE
MO-5477-A	832218001	1701 4 AVE A
MO-5478	832221003	1701 5 AVE
MO-5479	832221001	1711 5 AVE
MO-5480	832221002	1715 5 AVE
MO-5481	832221003	1719 5 AVE
MO-5482	832221004	1721 5 AVE
MO-5483	832221004	425 18TH ST
MO-5491	832401001	1602 4 AVE
MO-5495	832401004	422 16 ST
MO-5496	832401003	418 16 ST
MO-5497	832401002	416 16 ST
MO-5498	832401006	1607-1609 5TH AVE
MO-5499	832401005	1601-1603 5 AVE
MO-5500	832401008	1615 5 AVE
MO-5501	832401007	1611 5 AVE
MO-5502-A	832401009	1621 5 AVE
MO-5503	832401010	1623-1627-1629- 1631 5 AVE
MO-5504	832401006	1502 4 AVE
MO-5506	832403002	1515 5 AVE
MO-5515	832406001	1402 4 AVE
MO-5521	832406002	1401-1403 5 AVE
MO-5522	832406003	1405 5 AVE
MO-5523	832406004	1409 5 AVE
MO-5524	832406005	1413-1415 5 AVE
MO-5525	832406006	1417-1419 5 AVE
MO-5526	832406007	1421-1425 5 AVE
MO-5527	832406010	1441 5TH AVE
MO-5528	832406009	419-423 15 ST
MO-5529	832406008	415-417 15TH ST
MO-5531	832406008	411 14 ST
MO-5538	832322005	1316 4 AVE
MO-5541	832322004	1306 4 AVE
MO-5542	832322001	1300 4 AVE
MO-5543	832322003	414 13 ST
MO-5544	832322003	408 13 ST
MO-5545	832322007	1305 5 AVE
MO-5547	832322008	1309 5 AVE
MO-5548	832322010	1317-1319-1321 5 AVE
MO-5550	832322011	415 14 ST
MO-5551	832406001	1331 5 AVE
MO-5552	832321002	1224 4 AVE
MO-5557	832321001	1202 4 AVE
MO-5559	832321003	1201 5 AVE
MO-5560	832321004	1211 5 AVE

MO-5562	8323221005	1217-1219-1221 5 AVE
MO-5563	832321006	1223 5 AVE
MO-5564	832321007	1225-1227 5 AVE
MO-5565	832321008	1229-1231 5 AVE
MO-5566	832320004	1130-1136 4TH AVE
MO-5567	832320003	1124 4 AVE
MO-5568	832320002	1122 4 AVE
MO-5569	832320001	1118 4 AVE
MO-5578	832320005	423 12 ST
MO-5719	832410003	501 15 ST
MO-5724	832410002	1422 5 AVE
MO-5726	832410001	1416 5 AVE
MO-5727	832410003	1401 6 AVE
MO-5728	832410005	1409 6 AVE
MO-5729	832410006	1411 6 AVE
MO-5731	832410007	1417 6 AVE
MO-5732	832407009	1419 6 AVE
MO-5733	832410009	521 15 ST
MO-5734	832410010	523-525-527-529-531 15 ST
MO-5736	832412003	601-605 15 ST
MO-5738	832412002	1414 6 AVE
MO-5739	832412001	1404 6 AVE
MO-5740	832412004	1403 7 AVE
MO-5741	832412005	1405-1407 7 AVE
MO-5743	832409004	1330 1332 5 AVE
MO-5744	832409003	1320 5 AVE
MO-5745	832409002	1312 5 AVE
MO-5746	832409001	1300 5 AVE
MO-5749	832409005	1301 6 AVE
MO-5750	832409006	1317 6 AVE
MO-5753	832409009	525 14 ST
MO-5754	832409008	519 14 ST
MO-5755	832409007	515 14 ST
MO-5756	832409010	527 14 ST
MO-5757	832411005	1326 6 AVE
MO-5760	832411004	1318 6 AVE
MO-5761	832411002	1308 6 AVE
MO-5762	832411003	1312 6 AVE
MO-5762-A	832409005	1300 6 AVE
MO-5771	832325005	1230 6 AVE
MO-5775	832323007	1212 6 AVE
MO-5776	832231005	1208 6 AVE
MO-5777	832325002	1206 6 AVE
MO-5778	832325001	1202 6 AVE

MO-5790	832324004	1216 5 AVE
MO-5791	832324003	1210 5 AVE
MO-5793	832324001	1200 5 AVE
MO-5793-A	832324002	512 12 ST
MO-5795	832324006	520 12 ST
MO-5798	832324005	1230 5 AVE
MO-5799	832323003	1122 5 AVE
MO-5799-1	832323012	NO ADDRESS
MO-5806	832323004	1121 6 AVE
MO-5808	832323006	1133 6 AVE
MO-5809	832231008	1129 6 AVE
MO-5810	832323007	1137 6 AVE
MO-5811	832231008	1141-1143 6 AVE
MO-5812	832323009	515 12 ST
MO-5813	832323010	1149 6 AVE
MO-5814	832309001	309 12 ST
MO-5815	832309002	1101 4 AVE
MO-5822-1	832314001	1101-1111 5 AVE
MO-7980	832409005	1830 6 AVE
MO-7984	832314001	620 18 ST
MO-7986	832417003	601 19 ST
MO-8250-X	832227001	20TH ST & 3RD AVE
MO-8256-2	832228001	1811 4 AVE A
MO-8256-4	832227003	310 19 ST
MO-8256-5	832227002	302 19 ST
MO-8257	832228002	1815 5 AVE
MO-8258	832228003	1819 5 AVE
MO-8259	832228004	421 19 ST
MO-8260	832402003	1830 5 AVE
MO-8262	832402002	1818 5 AVE
MO-8264	832402001	1810 5 AVE
MO-8266	832402002	1801 6 AVE
MO-8267	832402005	1815 6 AVE
MO-8268	832402005	1821 6 AVE
MO-8269	832402007	525 19 ST
MO-8270	832405002	1727 6 AVE
MO-8271	832405001	515 18 ST
MO-8272	832229001	400 19 ST
MO-8273	832229003	428 19 ST
MO-8275	832229004	1909 5 AVE
MO-8277	832229004	1919-1925 5 AVE
MO-8278	832229006	1931 5 AVE
MO-8280	832231002	1920 5 AVE
MO-8284	832231001	1900 5 AVE
MO-8285	832231003	1901 6 AVE

MO-8286	832231004	1905 6 AVE
MO-8287	832231005	1909 6 AVE
MO-8288	832231005	1915 6 AVE
MO-8289	832231007	1921 6 AVE
MO-8290	832231008	1925 6 AVE
MO-8294	832418004	1924 6 AVE
MO-8295	832418003	1918 6 AVE
MO-8296	832418002	1916 6 AVE
MO-8297	832418001	604-606-610 19 ST
MO-8300	832418005	622 19 ST
MO-8306	832416001	1720 6 AVE
MO-8308	832416002	621 18 ST
MO-8310	832416003	625 18 ST
MO-9289	832304003	1400 RIVER DR
MO-9290	832304002	1300 RIVER DR
MO-9291	832304001	NO ADDRESS
MO-9292	832304004	315 15TH ST
MO-9316	832322013	421 14 ST
MO-9317	832322012	447 14 ST
MO-9320	832302003	NO ADDRESS
MO-9453	832302003	NO ADDRESS
MO-9454	832453002	NO ADDRESS

at addresses provided for the last known taxpayer as listed by the Moline Township Assessor's Office and the Rock Island County Recorder of Deeds' Office, and depositing same in the U.S. Mail in the City of Moline on or about March 24, 2008, with proper postage prepaid.

By Fran Frutiger
 Fran Frutiger, Executive Assistant

SUBSCRIBED AND SWORN to before me this 16th day of July, 2008

By Tracy Koranda
 Notary Public

Planning and Development Department
 City of Moline
 619 16th Street
 Moline, IL 61265
 Phone: (309) 797-0707



Exhibit C

Subject Territory

Legal Description for Proposed City of Moline Downtown Special Service Area

DESCRIPTION

AN AREA WITHIN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS BOUNDED GENERALLY ON THE NORTH BY THE MISSISSIPPI RIVER, ON THE EAST BY ILLINOIS INTERSTATE #74, ON THE SOUTH BY 7TH AVENUE AND ON THE WEST BY 11TH STREET AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 4 AND PART OF LOTS 2 AND 3 OF WOOD'S 2ND ADDITION;

LOTS 3, 4, 5, 6 AND 7 AND PART OF LOTS 2 AND 8 OF BLOCK 8 OF WOOD'S 3RD ADDITION;

LOTS 2, 3, 4, 5, 6 AND 7 AND PART OF LOT 8 OF BLOCK 9 OF WOODS 3RD ADDITION;

LOTS 2, 3, 4, 5, 6, 7 AND PART OF LOTS 1 AND 8 OF BLOCK 6 OF WOOD'S 2ND ADDITION;

LOTS 4, 5, 6, AND 7 AND PART OF LOTS 1, 2 AND 3 OF BLOCK 5 OF WOODS 2ND ADDITION;

LOT 5 AND PART OF LOTS 3 AND 4 OF BLOCK 22 OF THE ORIGINAL TOWN OF MOLINE, SOMETIMES KNOWN AS "OLD TOWN";

PART OF VACATED 18TH STREET ADJOINING SOUTHWESTERLY OF LOT 5 OF BLOCK 22 OF SAID OLD TOWN;

PART OF VACATED 18TH STREET LYING BETWEEN LOT 4 OF BLOCK 22 OF SAID OLD TOWN AND LOT 1 OF BLOCK 23 OF OLD TOWN;

LOTS 5, 6, 7 AND 8 AND PART OF LOTS 1, 2, 3 AND 4 OF BLOCK 23 OF SAID OLD TOWN;

LOTS 5, 6, 7 AND 8 AND PART OF LOTS 1, 2, 3 AND 4 OF BLOCK 1 OF ATKINSON ADDITION;

PART OF VACATED 18TH STREET ADJOINING NORTHEASTERLY OF LOT 1 OF SAID ATKINSON ADDITION;

BLOCK 7 OF WOOD'S 2ND ADDITION;

LOTS 5, 6, 7 AND 8 AND PART OF LOTS 1, 2, 3 AND 4 OF MCENARY'S ADDITION;

LOTS 5, 6, 7 AND 8 AND PART OF LOTS 1, 2, 3 AND 4 OF BLOCK 24 OF SAID OLD TOWN;

LOTS 5, 6, 7 AND 8 OF BLOCK 19 OF SAID OLD TOWN;

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 AND THE 10' WIDE ALLEY IN MOLINE PLOW CO'S. SUBDIVISION;

LOT 2 OF BLOCK 10 OF SAID OLD TOWN;

LOTS 3 AND 4 AND PART OF LOT 2 OF BLOCK 1 OF SAID OLD TOWN;

LOTS 1, 2, 3, 5, 6, 7 AND 8 AND PART OF LOT 4 OF BLOCK 18 OF SAID OLD TOWN;

LOTS 5, 6, 7 AND 8 AND PART OF LOTS 1, 2 AND 3 AND THE 20' WIDE ALLEY OF BLOCK 25 OF SAID OLD TOWN;

LOTS 3, 4, 5, 6, 7 AND 8 AND PART OF LOT 2 OF MCKINNIES SUBDIVISION;

LOTS 5, 6, 7 AND 8 AND PART OF LOTS 1, 2, 3 AND 4 OF BLOCK 3 OF ATKINSON ADDITION;

LOT 203 OF SUPERVISOR'S ASSESSMENT MAP, SHEET 16;

LOTS 3, 4, 5, 6, 7 AND 8 AND PART OF LOTS 1 AND 2 OF BLOCK 26 OF SAID OLD TOWN;

LOTS 2, 3 AND 4 AND PART OF LOTS 1, 5, 6 AND 7 OF BLOCK 10 OF WOOD'S 3RD ADDITION;

LOT 83-1 OF SUPERVISORS ASSESSMENT MAP, SHEET 17;

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 OF WHEELLOCK PLACE;

PART OF LOT 1 OF BLOCK 12 OF WOOD'S 3RD ADDITION;

LOT 2 AND PART OF LOTS 1, 3 AND 4 OF BLOCK 6 OF CHARLES ATKINSON'S 2ND ADDITION;

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 OF BLOCK 5 OF CHARLES ATKINSON'S 2ND ADDITION;

PART OF VACATED ALLEY ADJOINING SOUTHEASTERLY OF LOTS 2, 3, 4 AND 5 IN BLOCK 5 OF CHARLES ATKINSON'S 2ND ADDITION;

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15 OF BLOCK 4 OF CHARLES ATKINSON'S 2ND ADDITION;

LOTS 1 AND 2 OF CHUCK WILLIAMS' ADDITION;

LOTS 4, 5, 6 AND 7 AND PART OF LOTS 3 AND 8 OF BLOCK 2 OF PITTS GILBERT AND PITTS ADDITION;

LOTS 1, 2, 3, 4 AND 5 OF BLOCK 4 OF PITTS GILBERT AND PITTS ADDITION;

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 OF BLOCK 3 OF PITTS GILBERT AND PITTS ADDITION;

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 AND PART OF LOT 10 OF BLOCK 1 OF PITTS GILBERT AND PITTS ADDITION;

PART OF VACATED 15TH STREET ADJOINING NORTHEASTERLY OF LOT OF BLOCK 1 OF PITTS GILBERT AND PITTS ADDITION;

LOTS 1, 2, 3, 4 AND 5 OF BLOCK 6 OF PITTS GILBERT AND PITTS ADDITION;

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 OF BLOCK 7 OF PITTS GILBERT AND PITTS ADDITION;

LOTS 1, 2, 3, 7, 8 AND PART OF LOTS 4, 5 AND 6 OF BLOCK 8 OF PITTS GILBERT AND PITTS ADDITION;

PART OF LOT 1 OF MOLINE WATER POWER CO.'S ADDITION;

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 OF BLOCK 27 OF SAID OLD TOWN;

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 OF BLOCK 28 OF SAID OLD TOWN;

LOTS 1, 2 AND 5 AND PART OF LOTS 3, 4, 6, 7 AND 8 OF BLOCK 29 OF SAID OLD TOWN;

LOTS 6, 7 AND 8 AND PART OF LOTS 1 AND 2 OF BLOCK 14 OF SAID OLD TOWN;

PART OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 OF BLOCK 15 OF SAID OLD TOWN;

ALL OF VACATED 13TH STREET LYING BETWEEN BLOCKS 15 AND 16 OF SAID OLD TOWN;

LOTS 3 AND 4 AND PART OF LOTS 5, 6, 7 AND 8 OF BLOCK 16 OF SAID OLD TOWN;

PART OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 OF BLOCK 2 OF PITTS GILBERT AND PITTS 2ND ADDITION;

LOTS 1, 2, 3, 4 AND 5 OF BLOCK 1 OF PITTS GILBERT AND PITTS 2ND ADDITION;

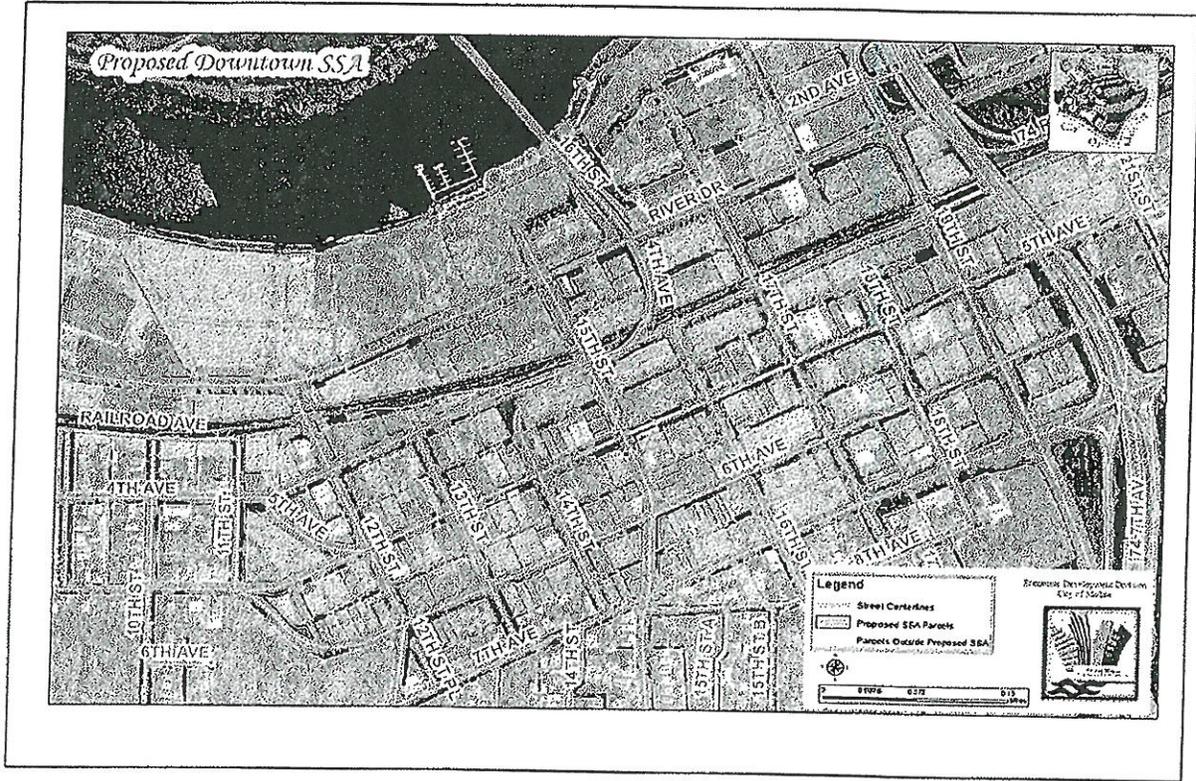
LOT 3 OF COMMONS WEST ADDITION;

LOTS 4, 5, 6, 7 AND 8 AND PART OF LOTS 1, 2, 3 AND 9 AND ALL OF VACATED 13TH STREET OF MANUFACTURERS ADDITION;

LOTS 1, 2, 3 AND 4 OF MOLINE CENTRE FIRST ADDITION;

ALL THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH P.M. LYING NORTH OF MANUFACTURERS ADDITION AND BLOCK 1 OF SAID OLD TOWN AND SOUTH OF PARCELS #208-2 AND #223 AS SHOWN ON SUPERVISORS ASSEMENT MAP SHEET 15 AND 16 RESPECTIVELY.

Exhibit D



ORIGINAL
NOT LEGIBLE
WHEN SCANNED

Council Bill/Resolution No. 1285-2010

Sponsor: _____

A RESOLUTION

AUTHORIZING the Bass Street Special Service Area Board to enter into an agreement with Quality Construction Services, Inc. for property maintenance services for the Bass Street SSA Property for a three year period commencing on December 7, 2010.

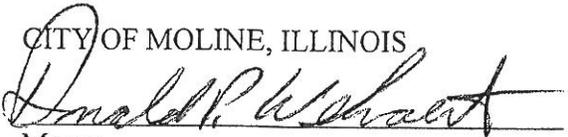
WHEREAS, this agreement fulfills all property maintenance needs of the Bass Street Special Service Area; and;

WHEREAS, Quality Construction Services, Inc. has agreed to maintain the current labor and material rates throughout the life of the proposed agreement extension; and

WHEREAS, the Bass Street Special Service Area and Quality Construction Services, Inc. have agreed to the conditions outlined in the agreement attached hereto and incorporated herein as Exhibit "A" to provide the proper maintenance of the SSA property.

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

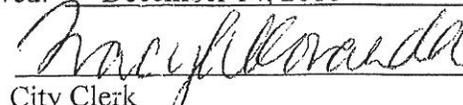
That the Bass Street Special Service Area Board is hereby authorized to enter into an agreement with Quality Construction Services, Inc. for property maintenance services for the Bass Street Special Service Area Property for a three year period commencing on December 7, 2010; provided that said agreement is substantially similar in form and content to the agreement referenced by Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the Law Director.

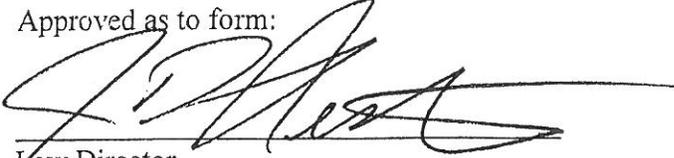
CITY OF MOLINE, ILLINOIS

Mayor

December 7, 2010
Date

Passed: December 7, 2010

Approved: December 14, 2010

Attest: 
City Clerk

Approved as to form:

Law Director

Final Copy

EXHIBIT "A"

AGREEMENT FOR
PROPERTY MAINTENANCE SERVICES
BASS STREET LANDING SPECIAL SERVICE AREA
CITY OF MOLINE, ILLINOIS

This Agreement is made and entered into this 30th day of Nov, 2010, by and between the BASS STREET LANDING SPECIAL SERVICES AREA (hereinafter "Owner"), and QUALITY CONSTRUCTION SERVICES, INC., (hereinafter "Quality"), an Iowa corporation with its offices in Eldridge, Iowa.

WHEREAS, the Owner is interested in entering into an Agreement for property maintenance services for the Bass Street Landing Special Services Area (hereinafter collectively referred to as "Property"); and

WHEREAS, Quality desires to provide property maintenance services to the Owner for said Property under certain terms and conditions set forth below.

WITNESSETH, that Quality for and in consideration of the payments to be made to it by the Owner, hereby covenants and agrees to and with the Owner that it shall and will in a good and workmanlike manner furnish all labor, materials and services for the maintenance of said Property according to the terms and conditions as follows:

I. FACILITIES LOCATION AND DESCRIPTION

See attached Exhibit "1"

II. TERM OF AGREEMENT AND CANCELLATION

A. TERM

1. Services shall commence on December 7, 2010 and expire on December 31, 2013 (hereinafter "original term").
2. The Owner may elect to extend services under this Agreement, beyond the original term, in additional increments the length of which is to be determined by the Parties at the time of extension. Notice of extensions shall be served pursuant to Section VI.F, with (30) thirty days written notice prior to the end of the current term. Any election to extend the Agreement beyond the original term is at the sole discretion of the Owner.
3. Throughout this Agreement "service start date" means the first day of the original term.

B. CANCELLATION

1. Owner reserves the right to cancel the Agreement at any time, upon (30) thirty days written notice to Quality, for failure of Quality to comply with any provision in the Agreement. Conduct, including but not limited to the following, shall constitute a default or breach of this Agreement:
 - (i) Failure to meet the minimum requirements set forth in Section III, Scope of Services.
 - (ii) Failure to meet any other provision of the Agreement.

III. SCOPE OF SERVICES

This section sets forth the minimum requirements of the proposed services. Quality shall perform maintenance services for the **Property** as follows:

- A. Quality shall perform all property maintenance service for items listed in **Exhibit "2,"** attached hereto and incorporated herein by this reference. Items listed in **Exhibit "2"** are considered maintenance work and as such are not expected to fall under the provisions of the Prevailing Wage Act, found generally at 820 ILCS 13010.01 et. Seq. (the "Act"). From time to time, Owner may request work be performed not listed in **Exhibit "2"** which may constitute construction work. In these circumstances, Quality shall be expected to work with Owner to comply with the requirements of the Act, including payment of prevailing wage. In any event, Quality will be required to independently determine items requiring payment of prevailing wage as Owner neither guarantees, warrants or otherwise represents which items are subject to prevailing wage.
- B. Quality shall competitively bid, negotiate and supervise subcontracted work for specialized maintenance it is unable to perform, such as an elevator service contract.
- C. Quality agrees to provide Owner monthly itemized billings for services provided at each facility, along with associated equipment, materials and labor costs. Cost for management of subcontracts should also be itemized. Any work to be performed, whether or not listed on **Exhibit "2,"** if not to be performed by a laborer, shall require prior written approval by Owner.
- D. Quality agrees it shall meet with Owner to establish a service schedule to be agreed upon between Owner and Quality for each facility addressing the items listed in **Exhibit "2."** Meetings to establish the service schedule shall be at no cost to Owner. The parties further agree to make representatives, with the authority to establish a service schedule, available in a timely fashion, in order that services can commence by the service start date.
- F. Quality agrees it shall meet with Owner quarterly to review the maintenance and management status of each facility and make recommendations with regard to changes, if any, necessary to the service schedule for each facility. These meetings shall be at no charge to the Owner.
- G. In addition to providing Owner with a designated representative within its organization to serve as its service representative, Quality shall provide Owner staff with an afterhours contact person and a phone or pager number by which he/she can be reached.

H. Quality agrees to respond to any request for special or emergency service within two hours of a request by Owner. Special or emergency service shall include but not be limited to requests for additional pick-up of trash, cleaning of facilities, or snow removal.

IV. QUALIFICATION REQUIREMENTS

A. Prior to the signing of the Agreement Quality shall provide at least two references, where substantially similar services have been performed.

B. Quality shall at a minimum purchase and maintain at its own expense the following types and amounts of insurance;

1. Commercial General Liability Insurance at limits no less than \$1,000,000 per occurrence; \$2,000,000 general aggregate; and
2. Workers Compensation; and
3. Proof of insurance must be submitted prior to the signing of this Agreement and must name the Owner and its employees acting within the scope of their duties as an additional insured. Such policies shall not be cancelable without thirty (30) days advance written notice to the Owner.

C. Quality agrees to indemnify, hold harmless and defend Owner against any claim, action, suit, proceeding, cost or damage to the extent resulting from (a) Quality's material breach of any term of the contract; and (b) any negligent or recklessness conduct, whether intentional or unintentional on the part of Quality or its employee's in carrying out its duties under the Scope of Services herein described.

V. RATE STRUCTURE

Quality shall bill Owner for property maintenance services provided for said Property pursuant to the rate structure established in Exhibit "3," attached hereto and incorporated herein.

VI. ADDITIONAL TERMS

A. ASSIGNMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made without the express written consent of Owner. Any purported assignment without the Owner's express written consent shall render this Agreement voidable at the Owner's option. In the event the Owner expressly consents to such a written assignment, the assignee shall assume the obligations and duties of Quality under the Agreement and the full liability of Quality.

B. CIRCUMSTANCES BEYOND CONTROL

Neither party hereto shall be liable for the failure to perform hereunder due to acts of God or other dire circumstances beyond its control. Specifically excepted from such circumstances for avoiding liability hereunder include strikes, lock-outs or other employee or labor disputes, or the cost of labor, materials and supplies needed to provide property

maintenance and management services to Owner for said Property (e.g. fuel or equipment costs).

C. 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.

D. 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.

E. 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.

F. NOTICE

All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail as follows;

Lew Steinbrecher
City Administrator
City of Moline
619 16th Street
Moline, IL 61265

Mark Powell
President
Quality Construction Services, Inc.
3425 S. 11th Avenue
Eldridge, IA 52748

With a copy to:
Daniel J Hance, CIA
Vice President/Chief Operations Officer
Stoney Creek Hospitality Corporation
1701 River Drive, Ste. 304
Moline, IL 61265

VII. COUNTERPARTS

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the date first herein above written.

OWNER:
BASS STREET LANDING
SPECIAL SERVICES AREA
BY: *Daniel J Hance*
BY: _____
Date: 12/22/10

QUALITY CONSTRUCTION SERVICES INC.
BY: *Mark Powell*
Date: NOV 30TH 2010



Bass Street Landing SSA

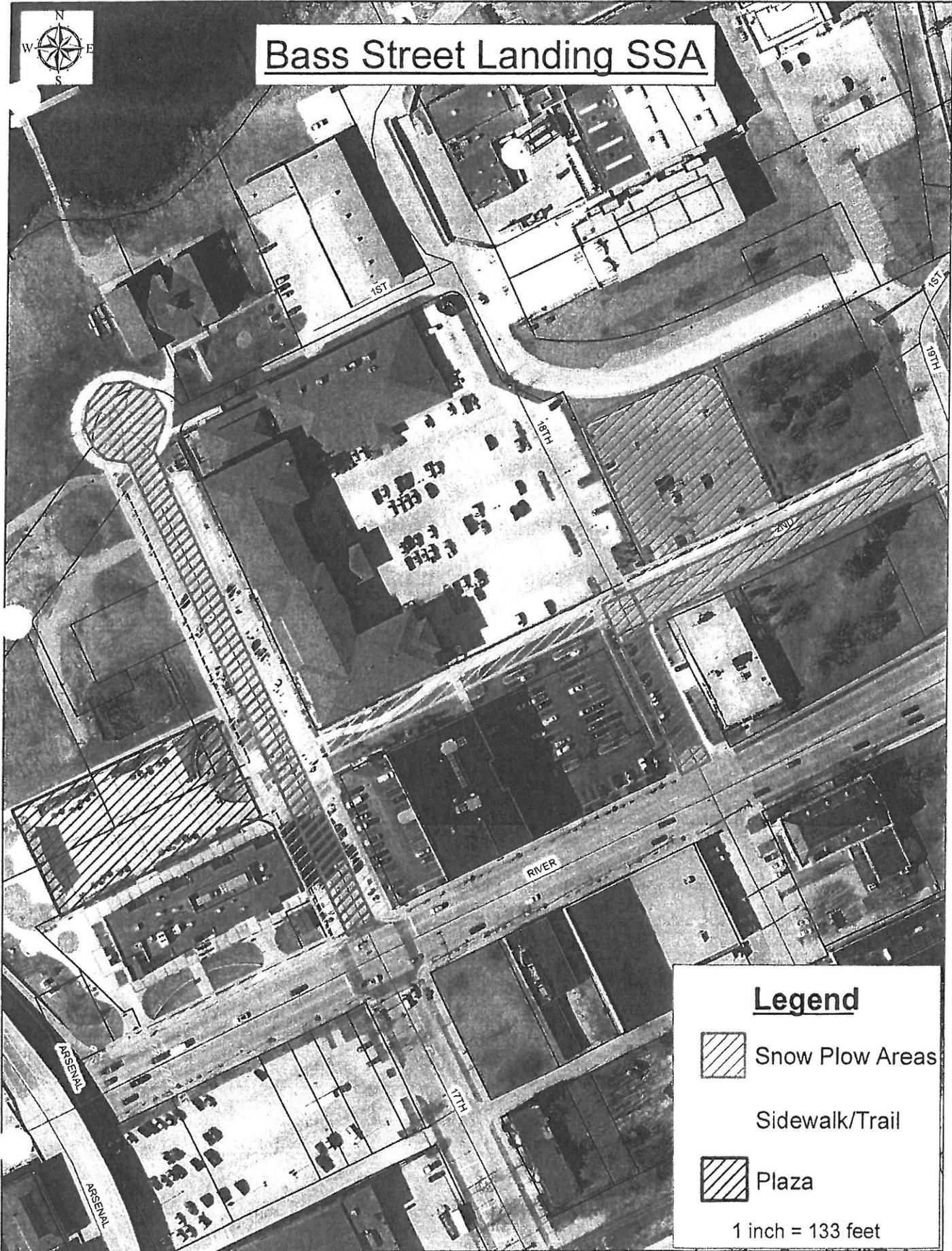


EXHIBIT "2"

SERVICES

TASK	DESCRIPTION	LOCATION	FREQUENCY	COMMENT
TRASH REMOVAL	Remove trash and change trash bags	Grounds, parking lot and plaza	Inspect and remove weekly; Before/After all reservations & events.	
LIGHTING	Change and maintain lighting	Plaza	As needed.	
WEED CONTROL	Keep sidewalks weed free	Sidewalks and trails as shown on Ex. 1	As needed.	
FOUNTAIN	Change filters	Plaza	As needed.	
SNOW PLOWING	Snow and ice removal	17th St, 18th St, 2nd Ave, parking lot, sidewalks as shown on Ex. 1	As needed.	
PLANTERS	Plant in spring, maintain in summer, remove in fall	Plaza		
XMAS DECORATIONS	Wrap lights around light poles, install wreaths, etc.	TBD	Seasonally	
STRIPING	Striping of parking spaces	Parking lot	As needed.	
CANOPY/BAND SHELL	Maintenance and cleaning of canopy/band shell	Plaza	As needed.	
MOWING	Mowing of grass	Around parking lot, between SSA sidewalks	As needed.	

Exhibit "3"



QUALITY CONSTRUCTION SERVICES, INC.

3425 South 11th Avenue, Eldridge, Iowa 52748
Iowa: 563-285-4344 Illinois 309-757-9150

September 2, 2010

Proposal #3692

City of Moline
Attn: Chris Mathias, Property Management Coordinator
619 - 16th Street
Moline, IL 61265

RE: Trash, Weed Control and Snow Removal (Bass Street SSA & Downtown SSA)

Quality Construction Services, Inc. proposes to furnish all labor, material, equipment, tools, and supervision to:

1. Maintain trash, weed control for the sidewalks in both SSA, and snow removal for the same areas.

Base Bid:

Trash & Weed Control	\$30.25/hr
Snow Removal	\$55.00/hr
Ice Melt (50# Bags)	\$12.00/ea

All work will be completed in a timely and professional manner. Thank you for this opportunity, and should you have any questions please feel free to call me at 563-285-4344.

Sincerely,
Quality Construction Services, Inc.

Mark Powell
President

*Exclusion include, anything not specifically mentioned above.
Proposal Valid for 30 days

Council Bill/Resolution No. 1037-2011

Sponsor: _____

A RESOLUTION

AUTHORIZING the Moline Centre Special Service Area Board to enter into an agreement with Quality Construction Services, Inc. for property maintenance services for the Moline Centre SSA Property with services commencing on February 15, 2011 and expiring on December 31, 2013.

WHEREAS, this agreement fulfills all property maintenance needs of the Moline Centre Special Service Area; and

WHEREAS, Quality Construction Services, Inc. has agreed to maintain the current labor and material rates throughout the life of the proposed agreement extension; and

WHEREAS, the Moline Centre Special Service Area and Quality Construction Services, Inc. have agreed to the conditions outlined in the agreement attached hereto and incorporated herein as Exhibit "A" to provide the proper maintenance of the SSA property.

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

That the Moline Centre Special Service Area Board is hereby authorized to enter into an agreement with Quality Construction Services, Inc. for property maintenance services for the Moline Centre Special Service Area Property with services commencing on February 15, 2011 and expiring on December 31, 2013; provided that said agreement is substantially similar in form and content to the agreement referenced by Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the Law Director.

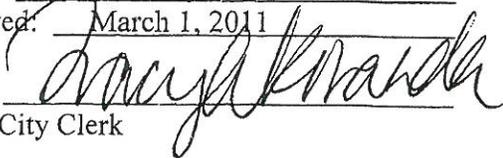
CITY OF MOLINE, ILLINOIS

Mayor

February 22, 2011
Date

Passed: February 22, 2011

Approved: March 1, 2011

Attest: 
City Clerk

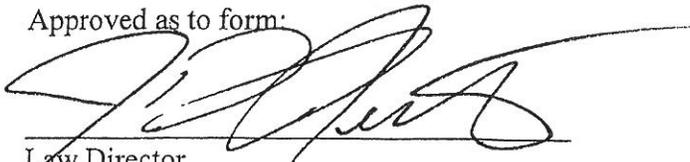
Approved as to form:

Law Director

EXHIBIT "A"

AGREEMENT FOR
PROPERTY MAINTENANCE SERVICES
MOLINE CENTRE SPECIAL SERVICES AREA
CITY OF MOLINE, ILLINOIS

This Agreement is made and entered into this 11th day of February, 2011, by and between the MOLINE CENTRE SPECIAL SERVICES AREA (hereinafter "Owner"), and QUALITY CONSTRUCTION SERVICES, INC., (hereinafter "Quality"), an Iowa corporation with its offices in Eldridge, Iowa.

WHEREAS, the Owner is interested in entering into an Agreement for property maintenance services for the Moline Centre Special Services Area (hereinafter collectively referred to as "Property"); and

WHEREAS, Quality desires to provide property maintenance services to the Owner for said **Property** under certain terms and conditions set forth below.

WITNESSETH, that Quality for and in consideration of the payments to be made to it by the Owner, hereby covenants and agrees to and with the Owner that it shall and will in a good and workmanlike manner furnish all labor, materials and services for the maintenance of said **Property** according to the terms and conditions as follows:

I. FACILITIES LOCATION AND DESCRIPTION

See attached Exhibit "1"

II. TERM OF AGREEMENT AND CANCELLATION

A. TERM

1. Services shall commence on February 15, 2011 and expire on December 31, 2013 (hereinafter "original term").
2. The Owner may elect to extend services under this Agreement, beyond the original term, in additional increments the length of which is to be determined by the Parties at the time of extension. Notice of extensions shall be served pursuant to Section VI.F, with (30) thirty days written notice prior to the end of the current term. Any election to extend the Agreement beyond the original term is at the sole discretion of the Owner.
3. Throughout this Agreement "service start date" means the first day of the original term.

B. CANCELLATION

1. Owner reserves the right to cancel the Agreement at any time, upon (30) thirty days written notice to Quality, for failure of Quality to comply with any provision in the Agreement. Conduct, including but not limited to the following, shall constitute a default or breach of this Agreement:

- (i) Failure to meet the minimum requirements set forth in Section III, Scope of Services.
- (ii) Failure to meet any other provision of the Agreement.

III. SCOPE OF SERVICES

This section sets forth the minimum requirements of the proposed services. Quality shall perform maintenance services for the **Property** as follows:

A. Quality shall perform all property maintenance service for items listed in **Exhibit "2,"** attached hereto and incorporated herein by this reference. Items listed in **Exhibit "2"** are considered maintenance work and as such are not expected to fall under the provisions of the Prevailing Wage Act, found generally at 820 ILCS 13010.01 et. Seq. (the "Act"). From time to time, Owner may request work be performed not listed in **Exhibit "2"** which may constitute construction work. In these circumstances, Quality shall be expected to work with Owner to comply with the requirements of the Act, including payment of prevailing wage. In any event, Quality will be required to independently determine items requiring payment of prevailing wage as Owner neither guarantees, warrants or otherwise represents which items are subject to prevailing wage.

B. Quality shall competitively bid, negotiate and supervise subcontracted work for specialized maintenance it is unable to perform, such as an elevator service contract.

C. Quality agrees to provide Owner monthly itemized billings for services provided at each facility, along with associated equipment, materials and labor costs. Cost for management of subcontracts should also be itemized. Any work to be performed, whether or not listed on **Exhibit "2,"** if not to be performed by a laborer, shall require prior written approval by Owner.

D. Quality agrees it shall meet with Owner to establish a service schedule to be agreed upon between Owner and Quality for each facility addressing the items listed in **Exhibit "2."** Meetings to establish the service schedule shall be at no cost to Owner. The parties further agree to make representatives, with the authority to establish a service schedule, available in a timely fashion, in order that services can commence by the service start date.

F. Quality agrees it shall meet with Owner quarterly to review the maintenance and management status of each facility and make recommendations with regard to changes, if any, necessary to the service schedule for each facility. These meetings shall be at no charge to the Owner.

G. In addition to providing Owner with a designated representative within its organization to serve as its service representative, Quality shall provide Owner staff with an afterhours contact person and a phone or pager number by which he/she can be reached.

H. Quality agrees to respond to any request for special or emergency service within two hours of a request by Owner. Special or emergency service shall include but not be limited to requests for additional pick-up of trash, cleaning of facilities, or snow removal.

IV. QUALIFICATION REQUIREMENTS

A. Prior to the signing of the Agreement Quality shall provide at least two references, where substantially similar services have been performed.

B. Quality shall at a minimum purchase and maintain at its own expense the following types and amounts of insurance;

1. Commercial General Liability Insurance at limits no less than \$1,000,000 per occurrence; \$2,000,000 general aggregate; and
2. Workers Compensation; and
3. Proof of insurance must be submitted prior to the signing of this Agreement and must name the Owner and its employees acting within the scope of their duties as an additional insured. Such policies shall not be cancelable without thirty (30) days advance written notice to the Owner.

C. Quality agrees to indemnify, hold harmless and defend Owner against any claim, action, suit, proceeding, cost or damage to the extent resulting from (a) Quality's material breach of any term of the contract; and (b) any negligent or recklessness conduct, whether intentional or unintentional on the part of Quality or its employee's in carrying out its duties under the Scope of Services herein described.

V. RATE STRUCTURE

Quality shall bill Owner for property maintenance services provided for said **Property** pursuant to the rate structure established in **Exhibit "3,"** attached hereto and incorporated herein.

VI. ADDITIONAL TERMS

A. ASSIGNMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made without the express written consent of Owner. Any purported assignment without the Owner's express written consent shall render this Agreement voidable at the Owner's option. In the event the Owner expressly consents to such a written assignment, the assignee shall assume the obligations and duties of Quality under the Agreement and the full liability of Quality.

B. CIRCUMSTANCES BEYOND CONTROL

Neither party hereto shall be liable for the failure to perform hereunder due to acts of God or other dire circumstances beyond its control. Specifically excepted from such circumstances for avoiding liability hereunder include strikes, lock-outs or other employee or labor disputes, or the cost of labor, materials and supplies needed to provide property maintenance and management services to Owner for said **Property** (e.g. fuel or equipment costs).

C. 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.

D. 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.

E. 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.

F. NOTICE

All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail as follows;

Lew Steinbrecher
City Administrator
City of Moline
619 16th Street
Moline, IL 61265

Mark Powell
President
Quality Construction Services, Inc.
3425 S. 11th Avenue
Eldridge, IA 52748

With a copy to:

Pam Owens
Main Street Coordinator
Moline Centre Main Street
City of Moline
619 16th St.
Moline, IL 61265

VII. COUNTERPARTS

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the date first herein above written.

OWNER:

MOLINE CENTRE
SPECIAL SERVICES AREA
Pam Owens
Main Street Coordinator

BY: *Pamela J Owens*

Date: 2-11-11

QUALITY CONSTRUCTION SERVICES INC.

BY: *Mark Powell President*

Date: 2/8/2011

MOLINE CENTRE
SPECIAL SERVICES AREA
Terri Smith
Downtown SSA Maintenance Coordinator

BY: *Terri Smith*

Date: 2-11-11

Exhibit 1

Downtown Moline Centre SSA # 6

Legend

- Parcels within SSA
- Parcels outside of SSA



2/9/11



EXHIBIT "2"

SERVICES

TASK	DESCRIPTION	LOCATION	FREQUENCY	COMMENT
TRASH REMOVAL	Remove trash and change trash bags	All receptacles located within downtown SSA area. See Exhibit 1 map	Inspect and remove weekly; Before/After all reservations & events.	
LIGHTING	Change and maintain lighting	All lighting located within downtown SSA area. See Exhibit 1 map	As needed.	
WEED CONTROL	Keep sidewalks weed free	Sidewalks within downtown SSA area. See Ex. 1 map	As needed.	
SNOW PLOWING	Snow and ice removal	Parking lots and sidewalks within downtown SSA area. See Exhibit 1 map.	As needed.	
PLANTERS	Plant in spring, maintain in summer, remove in fall	All planters located within downtown SSA area. See Exhibit 1 map.	Seasonally	
XMAS DECORATIONS	Wrap lights around light poles, install wreaths, etc.	TBD	Seasonally	
STRIPING	Striping of parking spaces	TBD	As needed.	
MOWING	Mowing of grass	Any grassy areas located within downtown SSA area. See Ex. 1	As needed.	



QUALITY CONSTRUCTION SERVICES, INC.

3425 South 11th Avenue, Eldridge, Iowa 52748
Iowa: 563-285-4344 Illinois 309-757-9150

February 1, 2011

Proposal #3692

City of Moline
Attn: Chris Mathias, Property Management Coordinator
619 - 16th Street
Moline, IL 61265

RE: Trash, Weed Control and Snow Removal (Bass Street SSA & Downtown SSA)

Quality Construction Services, Inc. proposes to furnish all labor, material, equipment, tools, and supervision to:

1. Maintain trash, weed control for the sidewalks in both SSA, and snow removal for the same areas.

Base Bid:

<u>Trash & Weed Control</u>	<u>\$30.25/hr</u>
<u>Snow Removal</u>	<u>\$55.00/hr</u>
<u>Ice Melt (50# Bags)</u>	<u>\$12.00/ea</u>

All work will be completed in a timely and professional manner. Thank you for this opportunity, and should you have any questions please feel free to call me at 563-285-4344.

Sincerely,
Quality Construction Services, Inc.

Mark Powell
President

Moline Partnership Proposal

updated 6/25/13

Personnel	Wage	%	Budget
Program Director	45,000.00	100%	45,000.00
Project Manager	31,200.00	100%	31,200.00
Chamber, Director of Events	35,000.00	10%	3,500.00
Chamber, Event Staff	33,300.00	10%	3,330.00
Chamber, Support Staff (Exec, HR, etc)			3,000.00
			86,030.00
Benefits (28%)			24,090.00
			110,120.00
Occupancy - RiverStation (w/in Chamber suite)			
Rent / Utilities / Janitorial			11,000.00
			11,000.00
Marketing			
Chamber, Graphic Designer			2,500.00
Event Promotion			4,050.00 *
Main Street Facebook / Website			5,525.00 *
			12,075.00
	<i>less: sponsorships</i>		(5,000.00)
			7,075.00
General & Administrative			
General Liability Insurance			790.00 *
Office Expense (supplies, printing, mailing, dues)			1,875.00 *
Technology (internet, phone(s), computer)			4,500.00
Training			7,300.00 *
			14,465.00
Total Budget			142,660.00

* - Assumed per Moline Centre Main Street 2013 budget

Council Bill/Resolution No. 1095-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with Griffin's Floorcrafters, Inc. to install a sign overhanging 5th Avenue right of way at 1305 5th Avenue.

WHEREAS, Griffins Floorcrafters, Inc. wishes to install a sign overhanging 5th Avenue right of way at 1305 5th Avenue.

WHEREAS, the placement of the sign overhanging right of way should not pose any hazards to motorists or pedestrians.

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, on behalf of Griffin's Floorcrafters, Inc., a Licensing Agreement with Griffin's Floorcrafters, Inc. to install a sign overhanging 5th Avenue right of way at 1305 5th Avenue; provided said agreement is substantially similar in 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

July 9, 2013

Date

Passed: July 9, 2013

Approved: July 16, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Exhibit "A"

LICENSEE: Griffin's Floorcrafters, Inc. – 1305 5th Avenue, Moline, IL 61265

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Griffin's Floorcrafters, Inc., 1305 5th Avenue, Moline, IL 61265, hereinafter called the LICENSEE.

PREMISES: The northern 6 feet of 5th Avenue right of way adjacent to 1305 5th Avenue, as depicted in greater detail on the attached Exhibit "B".

USE: LICENSEE shall be allowed only to: Install a sign overhanging premises as depicted on Exhibit "B".

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install a sign overhanging premises as depicted on Exhibit "B".

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No possessory, possessory, leasehold, ownership, or other property right or interest, except as specifically given herein, is conveyed to or acquired by the LICENSEE and the CITY and LICENSEE specifically disclaim any such acquisition or conveyance.

TERM: The first term of this Licensing Agreement is from July 9, 2013 to December 31, 2013. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE'S submission of insurance certification and payment of fees. The CITY or the LICENSEE may terminate this Licensing Agreement by giving the other party 30 days written notice.

FEE: The annual usage charge is \$30.00.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. LICENSEE shall procure a policy of insurance also naming the CITY as additional insured to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises. Said policy or certificate of same shall be deposited with the CITY and shall remain in force or be replaced with one in force prior to the effective date of any cancellation notice.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat

condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or at City's sole and exclusive option, said property on the premises shall become the property of the CITY - at the CITY's option.

Construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

By: *Kevin Ruffen*
Licensee

Date: 6-18-13

CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

Man S J
City Attorney

Exhibit "B"

NEW SIGN
LOCATION

APPROX.
30'

Floorcrafters

75'

STOREFRONT LENGTH



75"

52"

FLOORCRAFTERS

EST. 1948

HARDWOOD - TILE - VINYL - CARPET - LAMINATE

Sponsor: _____

A RESOLUTION

APPROVING a request from the Illinois Department of Transportation for the City of Moline to serve as the lead agency in relocating the Moline railroad depot to the Western Illinois University QC Riverfront Campus and

AUTHORIZING the Mayor to execute a letter concurring with this request.

WHEREAS, the Illinois Department of Transportation has requested the City of Moline serve as the lead agency because the City can more efficiently facilitate the logistics of this effort; and

WHEREAS, this request is supported by the Chair of the Moline Historic Preservation Commission; and

WHEREAS, the Illinois Department of Transportation will provide \$1,351,376.00 to cover the expense of this move, and there are additional local dollars and in-kind services that have been privately donated to this effort; and

WHEREAS, it will be necessary for the City to retain the services of a qualified engineering firm to provide the necessary engineering services to facilitate the moving of an old brick built structure.

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

That a request from the Illinois Department of Transportation for the City of Moline to serve as the lead agency in relocating the Moline railroad depot to the Western Illinois University QC Riverfront Campus is hereby approved and that the Mayor is hereby authorized to execute a letter concurring with the request; provided, however, that said letter is substantially similar in 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

July 9, 2013

Date

Passed: July 9, 2013

Approved: July 16, 2013

Attest: _____

City Clerk

Approved as to form:

City Attorney



Illinois Department of Transportation

Division of Highways / Region 2 / District 2
819 Depot Avenue / Dixon, Illinois / 61021-3500
Telephone 815/284-2271

PROGRAM DEVELOPMENT

STUDIES & PLANS

Environment Unit
FAI Route 74 (I-74)
Rock Island County

June 6, 2013

Honorable Scott Raes
Mayor, City of Moline
3635 4th Avenue
Moline, IL 61265

Dear Mayor Raes:

This letter is a follow up to our March 28, 2013 meeting regarding the relocation of the Moline Depot to WIU-QC Campus. This meeting was held by the Illinois Department of Transportation (IDOT) in conjunction with the Federal Highway Administration, Illinois Historic Preservation Agency and Western Illinois University (WIU) to discuss the logistics associated with this effort. As we discussed at that meeting, IDOT is moving forward with the plan to relocate the Depot to WIU Moline Campus.

At this time IDOT is still acting as the lead agency for the relocation. However, it is now IDOT's intent to request that the City of Moline becomes the lead for this project. IDOT will still provide the estimated \$1,351,376.00, which was based on an estimate provided by the City of Moline. This project is tentatively programmed for FY 2015.

To help facilitate this effort, the Department is formally requesting that we receive written notification of your willingness to become the lead agency to facilitate the relocation of the Moline Depot to the WIU Moline Campus. Please sign and return a copy of this letter to our office within 30 days to show your intent, so a formal agreement may be drawn up between IDOT and the City of Moline.

If you have any questions, please contact Mr. Mark Nardini, District Two Environmental Studies Supervisor, at 815/284-5460.

Sincerely,

A handwritten signature in blue ink that reads "Paul A. Loete".

Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

Env/mn-0312/sb

c: Bill Brewer - WIU
SHPO - Ann Haacker - IHPA
Brad Koldehoff - IDOT - C.O. BD&E
Matt Fuller - FHWA
Jim Allen - FHWA

The City of Moline concurs with becoming the lead agency to facilitate the relocation of the Moline Depot

For the City of Moline

Date



Illinois Department of Transportation

Division of Highways / Region 2 / District 2
819 Depot Avenue / Dixon, Illinois / 61021-3500
Telephone 815/284-2271

City of Moline
COPY

PROGRAM DEVELOPMENT
STUDIES & PLANS
Environment Unit
FAI Route 74 (I-74)
Rock Island County

June 7, 2013

Mr. William E. Brewer
Western Illinois University
Quad Cities Campus
3300 River Drive
Moline, IL 61265

Dear Mr. Brewer:

This letter is a follow up to our March 28, 2013 meeting regarding the relocation of the Moline Depot to WIU-QC Campus. This meeting was held by the Illinois Department of Transportation (IDOT) in conjunction with the Federal Highway Administration, Illinois Historic Preservation Agency and the City of Moline to discuss the logistics associated with this effort. As we discussed at that meeting, IDOT is moving forward with the plan to relocate the Depot to WIU Moline Campus.

At this time IDOT is still acting as the lead agency for the relocation. However, it is now IDOT's intent to request that the City of Moline becomes the lead for this project. IDOT will still provide the estimated \$1,351,376.00, which was based on an estimate provided by the City of Moline. This project is tentatively programmed for FY 2015.

To help facilitate this effort, the Department is formally requesting that we receive written notification of your desire to receive the Depot and to maintain it's historic integrity in perpetuity. Please sign and return a copy of this letter to our office within 30 days to show your intent.

If you have any questions, please contact Mr. Mark Nardini, District Two Environmental Studies Supervisor, at 815/284-5460.

Sincerely,
Paul A. Loete

Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

Env/mn-0311/sb
c: City of Moline ✓
SHPO – Ann Haacker – IHPA
Brad Koldehoff – IDOT – C.O. BD&E
Matt Fuller – FHWA
Jim Allen – FHWA

I/We concur and still intend to receive the depot and keep it in perpetuity.

For Western Illinois University

Date

Council Bill/Resolution No.: 1097-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project No. 1189, 2013 Pavement Patching, in the amount of \$602,517.00.

WHEREAS, bids for Project No. 1189 were publicly read aloud on February 9, 2013 and the bid's contract was awarded to the vendor that submitted the lowest responsible and responsive bid; and

WHEREAS, the City and said vendor have mutually agreed to cease work and terminate the contract; and

WHEREAS, Centennial Contractors of the Quad Cities, Inc. submitted the second lowest responsible and responsive bid for the Project; and

WHEREAS, the City finds it in the best interest of the City to enter into a contract with Centennial Contractors of the Quad Cities, Inc. to complete the balance of the pavement patching work; and

WHEREAS, the contract unit prices will be those submitted by Centennial Contractors of the Quad Cities, Inc. in its 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 Centennial Contractors of the Quad Cities, Inc. for Project No. 1189, 2013 Pavement Patching, in the amount of \$602,517.00; provided, however, that said contract is substantially similar in 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

July 9, 2013

Date

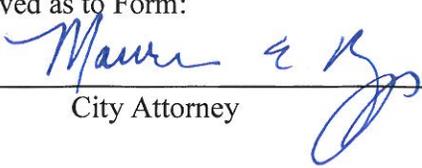
Passed: July 9, 2013

Approved: July 16, 2013

Attest: _____

City Clerk

Approved as to Form:

By:  _____

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2013, between **CENTENNIAL CONTRACTORS OF THE QUAD CITIES, INC.** of **1505 46TH AVENUE, MOLINE, ILLINOIS 61265**, 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 **SIX HUNDRED TWO THOUSAND FIVE HUNDRED SEVENTEEN AND 00/100 (\$602,517.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1189, 2013 PAVEMENT PATCHING** 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 4006-2013 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

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

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **SIX HUNDRED TWO THOUSAND FIVE HUNDRED SEVENTEEN AND 00/100 (\$602,517.00) DOLLARS** conditioned upon the faithful

performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

AN ORDINANCE

AMENDING Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Sec. 8-5101, “AMENDMENTS TO MOLINE PLUMBING CODE,” by repealing subsection (b) in its entirety and enacting in lieu thereof one new subsection (b), repealing subsection (f) in its entirety and enacting in lieu thereof one new subsection (g), and consecutively renaming the remaining subsections of Sec. 8-5101.

WHEREAS, Chapter 8 of the Moline Code of Ordinances currently requires the use of Type “L” copper pipe for interior, domestic water distribution pipe; and

WHEREAS, this ordinance will amend certain provisions of Chapter 8 to include cross-linked polyethylene (Pex) tubing as an approved material for interior, domestic water distribution pipe.

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

Section 1. That Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Sec. 8-5101, “AMENDMENTS TO MOLINE PLUMBING CODE,” subsection (b) is hereby amended by repealing said subsection in its entirety and enacting in lieu thereof one new subsection (b), which shall read as follows:

“SEC. 8-5101. AMENDMENTS TO MOLINE PLUMBING CODE.

The Moline Plumbing Code adopted by reference to this article is specifically amended as follows:

* * * * *

(b) **Section 890.201 Materials**

Replace subsection b) “Compliance with the applicable standard (see Appendix A: Table A: Approved Materials and Standards)” contained therein by amending the Appendix A: Table A section entitled “**Approved Materials for Water Distribution Pipe**” to include only the following for water distribution pipe:

“Section 890.201 Materials

All materials, piping, fittings, appliances, appurtenances, faucets, fixture fittings, fixtures and devices used in all plumbing systems shall be approved by the Department, in accordance with the following criteria:

* * * * *

Approved Materials for Water Distribution Pipe

- | | | |
|----|----------------------------------------------|---------------------------------------------------------------|
| 1) | Copper/Copper Alloy Pipe ² | ASTM B 42-1996
ASTM B 302-1998 |
| 2) | Copper/Copper Alloy Tubing ² | ASTM B 88-1996 |
| 3) | Cross-Linked Polyethylene ² (Pex) | ASTM F 876-2000
ASTM F 877-2000
CSA B137.5-1999 in B137 |
| 4) | Solder | ASTM B 32-1996.” |

* * * * *

Section 2. That Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Sec. 8-5101, “AMENDMENTS TO MOLINE PLUMBING CODE,” subsection (f) is hereby amended by repealing said subsection in its entirety and enacting in lieu thereof one new subsection (g), which shall read as follows:

“SEC. 8-5101. AMENDMENTS TO MOLINE PLUMBING CODE.

The Moline Plumbing Code adopted by reference to this article is specifically amended as follows:

* * * * *

(g) **Section 890.1150** is hereby amended by enacting one new subsection to be known as “subsection a) 5)” which shall read as follows:

“Section 890.1150 Water Service Pipe Installation

a) 5) That portion of the water service pipe shall be of one of the following approved materials: Copper Type “K” underground and Type “L” above ground or ductile iron. Incompatible metals in the line pipe and fittings will not be permitted.””

* * * * *

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/Special Ordinance: 4024-2013

Sponsor: _____

A SPECIAL ORDINANCE

REPEALING Special Ordinance No. 4006-2013 which declared the prevailing rate of wages to be paid workers on public works projects; and

ASCERTAINING
and DECLARING the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, (820 ILCS 130/1 et seq., as amended); and

WHEREAS, the aforesaid Act requires that the City Council of the City of Moline investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of this City employed in performing construction of public works, for this City.

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

Section 1. That Special Ordinance No. 4006-2013 declaring the prevailing rate of wages to be paid to certain laborers, mechanics, and other workers performing public works for the City of Moline within Rock Island County is hereby repealed.

Section 2. That to the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by state, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of this City is hereby ascertained to be the same as the prevailing rate of wages for construction work in Rock Island County area as determined by the Department of Labor of the State of Illinois as of June 2013, a copy of that determination being attached hereto and incorporated herein by reference thereto as Exhibit “A”. The definition of any terms appearing in this Ordinance, which are also used in the aforesaid Act, shall be the same as in said Act.

Section 3. That nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except statutorily defined public works construction of this City to the extent required by the aforesaid Act.

Section 4. That the City Clerk shall publicly post or keep available for inspection by any interested party in the office of the City Clerk this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 5. That the City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 6. That the City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 7. That whenever a request in writing is made to determine the prevailing rate of wages for an occupational classification not contained upon Exhibit "A," said request shall be referred to the Department of Labor of the State of Illinois for review. Within thirty days from the date of the referral, the City Council shall ascertain the prevailing rate of wages for the public occupational classification contained within the written request. The Council shall endeavor to review the report and recommendations of the Department of Labor of the State of Illinois prior to making its determination.

Section 8. That the City Clerk shall cause this ordinance to be published in The Dispatch, a newspaper of general circulation, and this ordinance shall be in full force and effect from and after passage, approval, and publication as required by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Rock Island County Prevailing Wage for June 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		23.840	24.790	1.5	1.5	2.0	6.750	7.410	0.000	0.800
ASBESTOS ABT-GEN		HWY		25.650	26.650	1.5	1.5	2.0	6.450	7.060	0.000	0.800
ASBESTOS ABT-MEC		BLD		20.500	21.500	1.5	1.5	2.0	6.250	3.500	0.000	0.000
BOILERMAKER		BLD		35.010	38.010	2.0	2.0	2.0	7.070	13.83	0.000	0.300
BRICK MASON		BLD		26.500	28.000	1.5	1.5	2.0	8.050	5.430	0.000	0.500
CARPENTER		BLD		26.380	27.700	1.5	1.5	2.0	7.960	8.660	0.000	0.600
CARPENTER		HWY		27.640	29.390	1.5	1.5	2.0	9.080	11.34	0.000	0.450
CEMENT MASON		BLD		25.100	27.100	1.5	1.5	2.0	6.400	8.840	0.000	0.500
CEMENT MASON		HWY		25.460	26.460	1.5	1.5	2.0	6.750	9.640	0.000	0.500
CERAMIC TILE FNSHER		BLD		18.460	0.000	1.5	1.5	2.0	8.050	5.510	0.000	0.240
ELECTRIC PWR EQMT OP		ALL		29.410	0.000	1.5	1.5	2.0	5.590	8.230	0.000	0.290
ELECTRIC PWR GRNDMAN		ALL		24.580	0.000	1.5	1.5	2.0	5.490	6.890	0.000	0.250
ELECTRIC PWR LINEMAN		ALL		37.090	40.800	1.5	1.5	2.0	5.740	10.38	0.000	0.370
ELECTRICIAN		BLD		31.520	33.520	1.5	1.5	2.0	7.320	10.82	0.000	0.310
ELECTRONIC SYS TECH		BLD		23.750	25.500	1.5	1.5	2.0	7.120	5.260	0.000	0.310
ELEVATOR CONSTRUCTOR		BLD		39.380	44.300	2.0	2.0	2.0	11.88	12.71	3.150	0.600
GLAZIER		BLD		26.360	27.860	1.5	1.5	2.0	6.940	6.520	0.000	0.350
HT/FROST INSULATOR		BLD		29.190	30.390	1.5	1.5	2.0	5.420	12.05	0.000	0.900
IRON WORKER		ALL		28.000	30.240	1.5	1.5	2.0	9.390	10.68	0.000	0.620
LABORER		BLD	1	22.340	23.230	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		BLD	2	23.840	24.790	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		BLD	3	24.490	25.470	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		HWY	1	25.150	26.150	1.5	1.5	2.0	6.450	7.060	0.000	0.800
LABORER		HWY	2	25.650	26.650	1.5	1.5	2.0	6.450	7.060	0.000	0.800
LABORER		HWY	3	26.280	27.280	1.5	1.5	2.0	6.450	7.060	0.000	0.800
LATHER		BLD		26.380	27.700	1.5	1.5	2.0	7.960	8.660	0.000	0.600
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		BLD		18.460	0.000	1.5	1.5	2.0	8.050	5.510	0.000	0.240
MARBLE MASON		BLD		22.800	23.300	1.5	1.5	2.0	8.050	5.510	0.000	0.240
MILLWRIGHT		N BLD		34.400	37.840	1.5	1.5	2.0	8.770	13.85	0.000	0.500
MILLWRIGHT		S BLD		27.250	28.950	1.5	1.5	2.0	6.700	12.32	0.000	0.500
OPERATING ENGINEER		BLD	1	29.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	2	28.300	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	3	27.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	4	30.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	5	30.650	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	6	31.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		BLD	7	30.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	1	29.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	2	28.300	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	3	27.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	4	30.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	5	30.650	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	6	31.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	7	30.400	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER		HWY	8	30.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
PAINTER		ALL		27.320	28.320	1.5	1.5	1.5	5.000	6.100	0.000	0.600
PAINTER OVER 30FT		ALL		28.570	29.570	1.5	1.5	1.5	5.000	6.100	0.000	0.600
PAINTER PWR EQMT		ALL		27.820	28.820	1.5	1.5	1.5	5.000	6.100	0.000	0.600
PILEDRIIVER		BLD		26.380	27.700	1.5	1.5	2.0	7.960	8.660	0.000	0.600

PILEDRIIVER	HWY	27.640	29.390	1.5	1.5	2.0	9.080	11.34	0.000	0.450
PIPEFITTER	ALL	36.650	40.320	1.5	1.5	2.0	5.800	12.35	0.000	1.050
PLASTERER	BLD	27.800	29.800	1.5	1.5	2.0	6.600	6.500	0.000	0.600
PLUMBER	ALL	36.650	40.320	1.5	1.5	2.0	5.800	12.35	0.000	1.050
ROOFER	BLD	25.130	26.380	1.5	1.5	2.0	8.610	5.620	0.000	0.260
SHEETMETAL WORKER	BLD	30.070	32.070	1.5	1.5	2.0	7.140	10.54	0.000	0.540
SPRINKLER FITTER	BLD	36.390	39.140	1.5	1.5	2.0	8.420	8.500	0.000	0.450
STONE MASON	BLD	26.500	28.000	1.5	1.5	2.0	8.050	5.430	0.000	0.500
TERRAZZO FINISHER	BLD	18.460	0.000	1.5	1.5	2.0	8.050	5.510	0.000	0.240
TERRAZZO MASON	BLD	22.800	23.300	1.5	1.5	2.0	8.050	5.510	0.000	0.240
TILE LAYER	BLD	26.380	27.700	1.5	1.5	2.0	7.960	8.660	0.000	0.600
TILE MASON	BLD	22.800	23.300	1.5	1.5	2.0	8.050	5.510	0.000	0.240
TRUCK DRIVER	ALL 1	31.340	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 2	31.780	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 3	32.020	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 4	32.280	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 5	33.130	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 1	25.070	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 2	25.420	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 3	25.620	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 4	25.820	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 5	26.500	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TUCK POINTER	BLD	26.500	28.000	1.5	1.5	2.0	8.050	5.430	0.000	0.500

Legend: RC (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

ROCK ISLAND COUNTY

MILLWRIGHT (SOUTH) - South of Interstate 80.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER - BUILDING

Class 1: General laborer, carpenter tender, tool cribman, salamander tender, flagman, form handler, floor sweeper, material handler, fencing laborer, cleaning lumber, landscaper, unloading explosives, laying of sod, planting/removal of trees, wrecking laborer, unloading of Re-Bars, scaffold worker, signal man on crane.

Class 2: Handling of materials treated with creosote, kettle men, prime mover or motorized unit used for wet concrete or handling of building materials, vibrator operator, mortar mixer, power tools used under the jurisdiction of laborers, sand points, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operator, jackhammer and drill operators, paving breakers, air tamping hammerman, concrete saw operator, concrete burning machine operator, coring machine operator - hod carrier and plasterer tender.

Class 3: Caisson worker after 6 foot depth, dynamite man, asbestos abatement worker, tunnel miners - mixerman (plaster only), pump man.

LABORER - HEAVY & HIGHWAY

Class 1: Rod or chain man, flagman, dumpman, spotter, broom man, landscaper, planting and removal of trees, fencing laborers, dispatcher, ticket writer, scaleman, cleaning of forms or lumber (in bone yard), laying of sod, moving and/or maintenance of flares and barricades.

Class 2: Operation of all hand, electric, air, hydraulic or mechanically powered tools under the jurisdiction of Laborers' including jackhammers, tempers, air spades, augers, concrete saws, chain saws, utility saws, rock drills, vibrators, mortar mixer, power and hand saw (when clearing timber) general laborer (not elsewhere covered), craft-tender, material checker, material handler, form handler, concrete dumper, puddler, form setter helper, explosives handler, dynamite helper, center strip, reinforcing in concrete, wire mesh handler and installer, prime mover or any mechanical device taking the place of concrete buggy or wheelbarrow, sandpoint setter, asphalt kettleman. Sheeting hammer drivers, laying and jointing of telephone conduit, gas distribution men, pipe setter on laterals, drain tiles, culvert pipe, and storm sewer catch basin leads, catch basins, manholes, batch dumpers, tank cleaners, cofferdam workers, bankman on floating plant, jointman with pipelayers. Back-up man (corker, joint maker) with pipe setter on sewer and water mains, batterboard man or laser operator on sewer and water main, labor in ditch, or tunnel, on sewer or water mains and telephone conduit. Cutters, burners, torchman, gravel box man, asphalt plant laborers, concrete plant laborer, deck hand, unloading of steel and rebar, laser beam operator, wrecking laborers.

Class 3: Asphalt raker or luteman, head form setter, head dynamite man (powderman) head string or wireline man (on paving), pipe setter on sewer or water main, gunnite nozzle man, asphalt or concrete curb machine operator, head grade man, head tunnel miner, concrete burning machine operator, coring machine operator, welder.

OPERATING ENGINEERS - BUILDING

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (boom, Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Trenching Machine (40 H.P. and over); Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater-Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump; Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; Off-Road Haul Units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-Propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights 28 ft. and above); Chip Spreader; Straddle Carrier; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-type Tractor Operating Scoop or Scraper or with Power Attachment; Grader; Motor Grader; Motor

Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type (excluding hose work), and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (Self-Propelled); Self-Propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Distributor; Self-propelled Roller (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. cap. or working heights below 28 ft.); Gypsum Pump; Conveyor over 20 H.P.; Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Farm-Type Tractor (without Power Attachment); Grout Pump (excluding hose work).

Class 3. Skid Loader; Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; Water Pumps; Air Compressor (400 c.f.m. or over); Deck Engineers.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

OPERATING ENGINEERS- HIGHWAY

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump (excluding truck-mounted); Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; off-road haul units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights above 28 ft.); Chip Spreader; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-Type Tractor Operating Scoop or Scraper with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form

Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type, and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies); Trenching Machine (40 H.P. and over).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Farm-Type Tractor without Power attachment; Distributor; Straddle Carrier; Self-propelled Roller or Compactor (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. capacity or working heights below 28 ft.); Conveyor over 20 H.P.; Air Compressor (400 c.f.m. or over); Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Grout Pump (excluding hose work).

Class 3. Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; skid steer.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Truck mounted Concrete Conveyor or Pumps Extending to 90 ft. or more.

Class 8. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.
TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

City of Moline

May 2013
Financial Report

**CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 05/31/13**

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$42,310,740	\$13,819,278	\$28,491,462
Expenditures	\$42,310,740	\$13,405,969	\$28,904,771
Difference	\$0	\$413,309	
GENERAL TRUST FUND			
Revenues	\$414,600	\$314,268	\$100,332
Expenditures	\$414,600	\$152,949	\$261,651
Difference	\$0	\$161,319	
SFOOR GRANT			
Revenues	\$132,560	\$0	\$132,560
Expenditures	\$132,560	\$54,953	\$77,607
Difference	\$0	(\$54,953)	
TOURISM FUND			
Revenues	\$1,094,100	\$308,938	\$785,162
Expenditures	\$1,094,100	\$231,776	\$862,324
Difference	\$0	\$77,162	
NSP2 GRANT			
Revenues	\$1,085,750	\$87,365	\$998,385
Expenditures	\$1,085,750	\$43,207	\$1,042,543
Difference	\$0	\$44,158	
LIBRARY FUND			
Revenues	\$3,001,045	\$159,226	\$2,841,819
Expenditures	\$3,001,045	\$1,061,368	\$1,939,677
Difference	\$0	(\$902,142)	
PARK FUND			
Revenues	\$3,997,015	\$574,993	\$3,422,022
Expenditures	\$3,997,015	\$924,179	\$3,072,836
Difference	\$0	(\$349,186)	
MOTOR FUEL TAX FUND			
Revenues	\$2,550,000	\$414,299	\$2,135,701
Expenditures	\$2,550,000	\$186,521	\$2,363,479
Difference	\$0	\$227,778	
COMMUNITY DEVELOPMENT			
Revenues	\$665,265	\$115,834	\$549,431
Expenditures	\$665,265	\$137,323	\$527,942
Difference	\$0	(\$21,489)	
REVOLVING LOAN FUND			
Revenues	\$238,860	\$0	\$238,860
Expenditures	\$238,860	\$0	\$238,860
Difference	\$0	\$0	

	BUDGET	YTD ACTUAL	VARIANCE
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,570,895	\$290,080	\$3,280,815
Expenditures	\$3,570,865	\$426,668	\$3,144,197
Difference	\$30	(\$136,588)	
TAX INCREMENTAL FINANCING #2			
Revenues	\$193,350	\$10	\$193,340
Expenditures	\$193,350	\$53,579	\$139,771
Difference	\$0	(\$53,569)	
TAX INCREMENTAL FINANCING #3			
Revenues	\$54,450	\$567	\$53,883
Expenditures	\$54,450	\$1,339	\$53,111
Difference	\$0	(\$772)	
TAX INCREMENTAL FINANCING #4			
Revenues	\$193,425	\$677	\$192,748
Expenditures	\$193,425	\$178,596	\$14,829
Difference	\$0	(\$177,919)	
HOMEBUYER GRANT			
Revenues	\$237,170	\$20,000	\$217,170
Expenditures	\$237,170	\$28,748	\$208,422
Difference	\$0	(\$8,748)	
TIF #5 KONE CENTRE			
Revenues	\$32,365	\$390,968	(\$358,603)
Expenditures	\$32,365	\$0	\$32,365
Difference	\$0	\$390,968	
TIF #6 MOLINE PL PHASE II			
Revenues	\$53,500	\$0	\$53,500
Expenditures	\$53,500	\$495	\$53,005
Difference	\$0	(\$495)	
TIF #7 BUSINESS PARK			
Revenues	\$5,728,635	\$5,420	\$5,723,215
Expenditures	\$5,728,635	\$86,635	\$5,642,000
Difference	\$0	(\$81,215)	
TIF #8 SOUTHPARK MALL			
Revenues	\$0	\$0	(\$0)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #9 Route 150			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #10 Health Park			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	

	BUDGET	YTD ACTUAL	VARIANCE
SPECIAL SERVICE AREA #5			
Revenues	\$110,400	\$15,116	\$95,285
Expenditures	\$110,400	\$35,479	\$74,921
Difference	\$0	(\$20,364)	
SPECIAL SERVICE AREA #6			
Revenues	\$225,000	\$5,270	\$219,730
Expenditures	\$225,000	\$39,530	\$185,470
Difference	\$0	(\$34,260)	
WATER FUND			
Revenues	\$10,300,945	\$3,466,391	\$6,834,554
Expenditures	\$10,300,945	\$3,091,759	\$7,209,186
Difference	\$0	\$374,631	
WPC FUND			
Revenues	\$9,347,690	\$3,121,670	\$6,226,020
Expenditures	\$9,347,690	\$2,154,052	\$7,193,638
Difference	\$0	\$967,618	
STORMWATER UTILITY			
Revenues	\$983,140	\$432,237	\$550,903
Expenditures	\$983,140	\$232,812	\$750,328
Difference	\$0	\$199,425	
FIRE PENSION			
Revenues	\$4,329,925	\$417,484	\$8,811
Expenditures	\$4,329,925	\$1,466,021	\$2,863,904
Difference	\$0	(\$1,048,537)	
REHER ART GALLERY			
Revenues	\$33,795	\$13,766	\$20,029
Expenditures	\$33,795	\$3,500	\$30,295
Difference	\$0	\$10,266	
PERPETUAL CARE FUND			
Revenues	\$14,075	\$3,774	\$83,516
Expenditures	\$14,075	\$0	\$14,075
Difference	\$0	\$3,774	
PARK/CEMETERY GIFTS			
Revenues	\$26,500	\$7,377	\$19,123
Expenditures	\$26,500	\$784	\$25,716
Difference	\$0	\$6,593	
FOREIGN FIRE INS TAX			
Revenues	\$31,700	\$0	\$31,700
Expenditures	\$31,700	\$12,165	\$19,535
Difference	\$0	(\$12,165)	
POLICE PENSION			
Revenues	\$4,209,465	\$500,964	\$3,708,501
Expenditures	\$4,209,465	\$1,218,380	\$2,991,085
Difference	\$0	(\$717,416)	

	BUDGET	YTD ACTUAL	VARIANCE
LIBRARY TRUST			
Revenues	\$107,200	\$34,249	\$72,951
Expenditures	\$107,200	\$49,797	\$57,403
Difference	\$0	(\$15,548)	
HEALTH BENEFIT FUND			
Revenues	\$7,564,505	\$2,464,478	\$5,100,027
Expenditures	\$7,564,505	\$2,597,580	\$4,966,925
Difference	\$0	(\$133,102)	
OPEB RETIREMENT FUND			
Revenues	\$500,000	\$2,328	\$497,672
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$2,328	
INFORMATION TECHNOLOGY			
Revenues	\$1,141,470	\$412,391	\$729,079
Expenditures	\$1,141,470	\$407,106	\$734,364
Difference	\$0	\$5,285	
PUBLIC SAFETY EQUIPMENT			
Revenues	\$158,265	\$0	\$158,265
Expenditures	\$158,265	\$0	\$158,265
Difference	\$0	\$0	
LIABILITY FUND			
Revenues	\$3,439,830	\$1,609,037	\$1,830,793
Expenditures	\$3,439,830	\$929,451	\$2,510,379
Difference	\$0	\$679,585	
FLEET SERVICES			
Revenues	\$4,757,695	\$1,881,781	\$2,875,914
Expenditures	\$4,757,695	\$2,609,097	\$2,148,598
Difference	\$0	(\$727,316)	
SANITATION FUND			
Revenues	\$2,443,165	\$717,747	\$1,725,418
Expenditures	\$2,443,165	\$960,433	\$1,482,732
Difference	\$0	(\$242,686)	
DEBT. SERVICE FUND			
Revenues	\$7,441,475	\$1,704,187	\$5,737,288
Expenditures	\$7,441,475	\$1,730,924	\$5,710,551
Difference	\$0	(\$26,737)	
2007 ESCROW ACCOUNT			
Revenues	\$420,000	\$175,004	\$244,996
Expenditures	\$420,000	\$175,000	\$245,000
Difference	\$0	\$4	
CAPITAL IMPROVEMENT FUND			
Revenues	\$7,533,715	\$3,188,340	\$4,345,375
Expenditures	\$7,533,715	\$2,205,719	\$5,327,996
Difference	\$0	\$982,622	

	BUDGET	YTD ACTUAL	VARIANCE
VIDEO GAMING SPEC PROJ			
Revenues	\$135,000	\$0	\$135,000
Expenditures	\$135,000	\$0	\$135,000
Difference	\$0	\$0	
* TOTALS			
Revenues	\$130,808,650	\$35,893,578	\$94,915,072
Expenditures	\$130,808,650	\$36,894,364	\$93,914,286
Difference	\$0	(\$1,000,786)	

**City of Moline
Major Revenue Projection
Summary Sheet
as of May 31, 2013**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$0	\$14,684,000	\$14,684,000	\$0	\$14,658,100	0.18%	\$14,684,000	0.00%
State Sales Tax	\$4,034,011	\$9,711,640	\$9,711,640	\$0	\$9,587,951	1.29%	\$9,711,640	0.00%
Water User Fees	\$3,017,059	\$7,669,705	\$7,669,705	\$0	\$6,781,013	13.11%	\$7,669,705	0.00%
Home Rule Sales Tax	\$3,452,568	\$8,247,000	\$8,347,000	(\$100,000)	\$8,132,962	2.63%	\$8,287,000	-0.48%
Sewer User Fees	\$2,699,107	\$7,012,970	\$7,012,970	\$0	\$6,236,979	12.44%	\$7,012,970	0.00%
Income Tax	\$2,136,900	\$3,880,000	\$3,580,000	\$300,000	\$3,539,479	1.14%	\$3,680,000	5.43%
Telecommunication Tax	\$584,931	\$1,865,000	\$1,865,000	\$0	\$1,910,837	-2.40%	\$1,845,000	1.08%
Replacement Tax	\$953,139	\$2,295,415	\$2,095,415	\$200,000	\$2,155,966	-2.81%	\$2,195,415	4.55%
Utility Taxes	\$1,186,348	\$3,286,850	\$3,286,850	\$0	\$2,790,928	0.00%	\$3,286,850	0.00%
Food/Liquor Tax	\$678,797	\$2,025,000	\$2,025,000	\$0	\$1,918,279	5.56%	\$2,025,000	0.00%
Total	\$18,742,860	\$60,677,580	\$60,277,580	\$400,000	\$57,712,494	4.44%	\$60,397,580	0.46%

NOTE: State of Illinois is three months behind in remitting Income Tax payments.
 Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10
 Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10
 Utility Tax increased from 3% to 5% as of 1/1/12