



MOLINE CITY COUNCIL AGENDA

Tuesday, November 5, 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 October 22, 2013 and Annual Reports of Police Pension and Fire Pension

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3047-2013

An Ordinance amending Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 12th Street, on the east side, 175 feet south of 7th Avenue to 11th Avenue.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/General Ordinance 3048-2013

An Ordinance levying and assessing taxes for the City of Moline, Illinois, for the tax levy year 2013 collectible 2014 and enacting an ordinance relating to the same subject matter.

EXPLANATION: Annually the City of Moline levies a tax on all real property within the City. It is collectible the following year and utilized as a revenue source for the budget. The 2013 Tax Levy is \$14,684,000.

FISCAL IMPACT: The levy must be passed and filed with the County Clerk in order to extend property taxes for the municipal portion of the property tax bill and will fund a portion of the 2014 budget.

PUBLIC NOTICE/RECORDING: Record with County Clerk. No public hearing required as the levy is less than 105% of the previous year.

RESOLUTIONS

3. Council Bill/Resolution 1159-2013

A Resolution authorizing approval of Amendment #1 to the Local Agency Agreement for Participation for Motor Fuel Tax Section 06-00234-00-LS, WIU Rivertech Streetscape.

EXPLANATION: Construction for Motor Fuel Tax (MFT) Section 06-00234-00-LS was completed in 2010, the contractor was paid in full, and the project has been closed. The Illinois Department of Transportation (IDOT) has excess ARRA stimulus funds available and would like to distribute them to local projects rather than returning them to the Federal government. IDOT proposes to deposit \$50,980.06 of these funds to the City's MFT Fund through the WIU Rivertech Streetscape project.

FISCAL IMPACT: Additional \$50,980.06 will be deposited into the City's MFT Account.

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1160-2013

A Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and the Illinois Office of the Comptroller to provide the City access to the Comptroller's Local Debt Recovery Program.

EXPLANATION: The Illinois Office of the Comptroller operates a system for the collection of debt owed to the State of Illinois by persons receiving payments from the State. Pursuant to adoption of Public Act 97-632, municipalities may utilize the State's system to access the State's local debt recovery program for purposes of collecting both tax and non-tax debts owed to the municipalities. In order to participate in the Local Debt Recovery Program, municipalities are required to enter into an intergovernmental agreement with the Illinois Office of the Comptroller. An intergovernmental agreement was entered into on February 26, 2013. This agreement will replace the previous agreement, and is necessary due to new software implementation by the Illinois Office of the Comptroller, and to designate the Moline Finance Director as the "Chief Officer of the Local Unit" for purposes of this agreement and for certification of debts owed to the City.

FISCAL IMPACT: Increased collections

PUBLIC NOTICE/RECORD: N/A

5. Council Bill/Resolution 1161-2013

A Resolution declaring the following Article 36 seized and forfeited vehicle as surplus property: 1998 Chevrolet 2500 Truck VIN# 1GCGC29R7WE118562.

EXPLANATION: Illinois State Statute provides that law enforcement agencies may seize vehicles used during the attempt or commission of specific crimes and subsequently initiate forfeiture proceedings on those vehicles. The above vehicle has been forfeited to the police department, and staff is requesting that it be declared as surplus property and disposed of by the Finance Director through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

FISCAL IMPACT: Any proceeds after costs are for use by the seizing law enforcement agency.

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1162-2013

A Resolution authorizing the Utilities General Manager to accept a proposal from 3M Company for specialized services required to complete an innovative water main lining pilot project, in a base amount of \$70,250.00 and a rate schedule for added scope work, should such work be required.

EXPLANATION: City staff has conducted a good faith review of available sources and determined that 3M Company is the only vendor that can supply an AWWA Class IV structural lining system that is certified to the NSF/ANSI 61 standard and allows for same-day return to service of the cast iron water mains that are to be lined.

FISCAL IMPACT: Sufficient funds are available in Water Fund reserves

7. Council Bill/Resolution 1163-2013

A Resolution authorizing the Mayor to make application, to enter into an agreement, and to execute all necessary assurances and certifications to the United States Department of Housing and Urban Development for CDBG entitlement funding under the Housing and Community development Act of 1974, as amended, of certain projects and programs for fiscal year 2014; and approving projects & program recommendations of the Citizens Advisory Council on Urban Policy (CACUP) for the use of 2014 Community Development Block Grant funds (CDBG) and the 2014 CDBG Annual Action Plan, which contains said projects and programs; and authorizing the Mayor to implement those approved projects and programs upon the approval of the City of Moline 2014 Consolidated Action Plan by the Department of Housing and Urban Development and to exercise any and all powers required to obtain such funding and to implement those approved projects as set out in Exhibit “A.”

EXPLANATION: The City of Moline receives an annual entitlement grant award of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). As part of the public participation process, CACUP reviews applications for said funds and makes a recommendation to the City Council on the projects and programs to be funded for each program year. These projects and programs are contained within the Annual Action Plan, which is used as the application to initiate the annual entitlement funding process with HUD and also the serves as the document to guide implementation of the projects. Please see the attachments for FY 2014 project funding recommendations.

FISCAL IMPACT: Funding level is expected to be \$580,000.00

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Resolution 1164-2013

A Resolution recommending to the City of Rock Island, Illinois, a street name change of “4th Avenue” to “River Drive” for the two-block segment of 4th Avenue in Rock Island between 44th and 46th Streets.

EXPLANATION: This was discussed at the Committee of the Whole meeting on October 22, 2013, and will recommend a street name change near the MetroLINK transit facility in Rock Island.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCES

9. Council Bill/General Ordinance 3049-2013

An Ordinance amending the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (*Plan Commission, multiple properties located in the 4200-4300 block of 26th Avenue*)

EXPLANATION: This ordinance will correct an error on the zoning map and rezone multiple properties located in the 4200-4300 block of 26th Avenue from “R-2” (One-Family Residence District) to “R-6” (Multi-Family Residence District). This was considered at the October 22, 2013 Committee of the Whole meeting.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet Publication

10. Council Bill/General Ordinance 3050-2013

An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain tract of land totaling approximately 25 acres located south of 78th Avenue (Indian Bluff Road) and east of 50th Street (*Illinois Department of Military Affairs; 5212 78th Avenue, Milan*)

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

EXPLANATION: This ordinance approves annexation of the Illinois Armory National Guard property (Milan Readiness Center/Armory).

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: The Planning Department will record with the Rock Island County Recorder's office.

11. Council Bill/General Ordinance 3051-2013

An Ordinance amending the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (*Illinois Department of Military Affairs, 5212 78th Avenue, Milan*)

EXPLANATION: This ordinance will rezone a 25-acre tract from "R-2" (One-Family Residence District) to "B-4" (Highway/Intensive Business District). This was considered at the October 22, 2013 Committee of the Whole meeting.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet Publication

12. Council Bill/General Ordinance 3052-2013

An ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain tract of land totaling 55.762 acres located at the northeast corner of the intersection of 50th Street and 87th Avenue (*City of Moline*)

EXPLANATION: This ordinance approves annexation of the "Bealer" property. The property will be zoned R-2 One-Family Residence by default upon annexation.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: The Planning Department will record with the Rock Island County Recorder's office.

13. Council Bill/Special Ordinance 4054-2013

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Lighting on the Commons scheduled for Saturday, November 23, 2013.

EXPLANATION: This is an annual event and has been approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

14. Council Bill/Special Ordinance 4055-2013

A Special Ordinance approving Kymbyl Komplete Kare, Inc.'s vegetation and nuisance abatement bid proposal, and authorizing the Mayor and City Clerk to enter into a contract with Kymbyl Komplete Kare, Inc. for vegetation and nuisance abatement services in the amount of \$32.00 per hour for 2014 and \$35.00 per hour for 2015, with a show up fee in the amount of \$15.00 for 2014 and 2015, and for landfill charges of \$15.00 per cubic yard for 2014 and 2015 for the period of January 1, 2014 through December 31, 2015.

EXPLANATION: The Law Department published a Request for Bids for vegetation and nuisance abatement services on September 18, 2013. Kymbyl Komplete Kare, Inc., submitted the only responsible and responsive bid, possesses the equipment necessary to perform the work entailed and has been the only company to submit a bid for the past several years. City staff recommends accepting Kymbyl Komplete Kare, Inc.'s bid for vegetation and nuisance abatement services as set forth above.

FISCAL IMPACT: N/A

15. Council Bill/Special Ordinance 4056-2013

A Special Ordinance authorizing the Mayor and City Clerk to execute a Development Agreement between the City of Moline and Moline Promenade Investors LLC for development of the Multi

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

EXPLANATION: The City has negotiated the terms of a development agreement with Moline Promenade Investors LLC ("Developer") for development of the Multi Modal Station, and the Project Management Team has reviewed the project and recommends approval. Per the agreement, Developer will develop an extended stay hotel on part of the first floor and on all of the upper floors of the O'Rourke Building. Developer will also develop some retail and commercial outlets on the first floor of the O'Rourke Building that will be complementary to the train service. The City will retain ownership of that portion of the first floor of the O'Rourke Building that will be designated as common space for the train station.

All private development will be done with private funds. The TIGER and State grant monies will be used for the public portions of the Project, including the access ways on first floor, the waiting area for Amtrak passengers, the office area/IT space for Amtrak, the roof, the skywalk across the train tracks, landscaping, streetscaping, public restrooms, parking, other public improvements, and the core and shell of the entire O'Rourke Building. The Developer agrees to purchase the private space from the City on an installment note for the aggregate sum of \$1.3 million. Annual installments on the note will be \$86,667, and the first installment payment will be due upon Developer's receipt of the property tax rebate referenced in the next paragraph. The City will rebate from the property tax increment to Developer \$86,667 per year until the \$1.3 million purchase price is paid to the City. In addition to the \$86,667 annual rebate, the City agrees to rebate certain excess property taxes, upon proof of TIF eligible expenses, to Developer as follows from the date of execution of the Development Agreement:

- Years 1 – 5: City shall rebate any property taxes over \$165,000 annually on the hotel and first floor retail portion.
- The Developer also agrees to the following minimum annual taxes (before rebates) on the hotel portion in the tax payment years following the January 1 assessment that immediately follows the calendar year in which a certificate of occupancy is issued and the project is first assessed:
- Years 1 – 3: Developer shall pay a minimum of \$140,000 in property taxes on the hotel portion (if taxes are less than this amount, the Developer makes a payment in lieu of taxes to equal \$140,000);
- Years 4 –10: Developer shall pay a minimum of \$150,000 in property taxes on the hotel portion (if taxes are less than this amount, the Developer makes a payment in lieu of taxes to equal \$150,000).

The City will also give Moline Promenade Investors LLC right to use 80 parking spaces within a one block radius of the hotel at \$50 per space per month.

FISCAL IMPACT: Increased future property tax revenues.

PUBLIC NOTICE/RECORDING: The Law Department will record the Development Agreement or a memorandum thereof with the Rock Island County Recorder's office.

16. Council Bill/Special Ordinance 4057-2013

A Special Ordinance authorizing the Mayor and City Clerk to execute a Second Amendment to Development Agreement between the City of Moline and Financial District Properties KP, L.L.C., for the KONE Centre Project.

EXPLANATION: On June 17, 2009, the City and Financial District Properties KP, LLC ("Developer"), entered into a Development Agreement for the KONE Centre Project. That original Development Agreement contains a clause requiring the Developer to have 75% of the residential units in the KONE Building sold and closed to third party buyers before Developer would be entitled to a property tax rebate. Developer has completed construction of the building but had difficulty selling the residential units because potential buyers have been unable to obtain conventional financing for purchase of these units as they are in a commercial building with no other existing residential

units. Therefore, Developer proposes to finish the units and rent them out. Amending the 75% sold requirement from the Development Agreement to include leasing or selling would allow Developer to proceed with its plan and obtain the property tax rebate under the Agreement once all remaining requirements are met. Additional documentation attached.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: The Law Department will record the Second Amendment or a memorandum thereof with the Rock Island County Recorder’s office.

17. Council Bill/Special Ordinance 4058-2013

A Special Ordinance granting a partial variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 3420 48th Avenue.

EXPLANATION: This ordinance will grant a variance to delay installation of sidewalk along 36th Street due to lack of right-of-way, but require sidewalk installation along 48th Avenue.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

18. Council Bill/Special Ordinance 4059-2013

A Special Ordinance authorizing the Mayor and City Clerk to execute a Development Agreement between the City of Moline and The Mills at Riverbend Commons, LLC for development of the Riverbend Commons project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.

EXPLANATION: Three Corners Development Inc. has submitted a Term Sheet and Development Agreement with the Mills at Riverbend Commons, LLC outlining its request for economic assistance from the City to build Phase 1 of Riverbend Commons. The Developer will construct a mixed use project consisting of a 107,990 square foot student housing facility that will be known as the Mills at Riverbend Commons and a 20,087 retail use in the same building. There will be 240 beds in the student housing facility consisting of approximately 15 two-bed studio units, 45 two bed/two bedroom units, and 30 four bed/four bedroom units.

The retail portion is anticipated to include such uses as food, lifestyle, fitness and healthcare. The site is located just east of downtown Moline on a 15.5 acre site at the intersection of River Drive and 29th Street that is adjacent to the Western Illinois University-Quad Cities riverfront campus. Developer is requesting that the City make a \$3.3 million contribution of capital to fill a financial gap and make the project feasible. The Developer has agreed to a minimum property tax payment of \$140,000 annually to the City. Upon closing, the Developer will purchase the five easternmost acres for \$1.7 million. As part of the Agreement, Developer agrees to proceed with the construction of Phase 2A by June of 2016. The Developer will also make every good faith effort to develop all future phases. The Developer will agree not to request additional municipal incentives for future phases until at which time the \$3.3 million is fully repaid to the City through increased property tax, sales and other revenues. Developer agreed also to defer its development fee for 18 months or until Phase 2 construction begins and to ensure that the property remains taxable. Until a Certificate of Completion is issued, the City will have a subordinate mortgage on the property to secure its \$3.3 million contribution. This mortgage will automatically subordinate to any private debt and equity financing necessary for the

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

| CB 4059 | | |
|----------------|-----|-----|
| Council Member | Aye | Nay |
| Knaack | | |
| Parker | | |
| Bender | | |
| Brown | | |
| Turner | | |
| Schoonmaker | | |
| Liddell | | |
| Acri | | |
| Mayor Raes | | |

project. This subordinate mortgage will be released upon issuance of the Certificate of Completion.
CONSIDERATION REQUESTED.

FISCAL IMPACT: \$3.3 million contribution offset by increased future property tax revenues.

PUBLIC NOTICE/RECORDING: The Law Department will record the Development Agreement or a memorandum thereof with the Rock Island County Recorder's office.

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Council Bill/General Ordinance No.: 3047-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 12th Street, on the east side, 175 feet south of 7th Avenue to 11th Avenue.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by including 12th Street, on the east side, 175 feet south of 7th Avenue to 11th Avenue.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after its passage and 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/General Ordinance No. 3048-2013

Sponsor _____

AN ORDINANCE

LEVYING and Assessing taxes for the City of Moline, Illinois for the tax levy year 2013 collectible in the year 2014 and enacting an ordinance relating to the same subject matter.

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

Section 1. That the total amount of appropriations for all corporate purposes legally made to be collected from the levy of the current fiscal year is hereby ascertained to be the sum of Fourteen Million, Six Hundred Eighty Four Thousand Dollars and no cents (\$14,684,000.00).

Section 2. That this Council hereby determines that the amount of money estimated to be necessary to be raised by taxation upon the taxable property within this City for general corporate and special municipal purposes (exclusive of any amount levied for election cost or debt service purposes) is \$14,684,000.00. The levy for general corporate fund purposes and the levies for separate special fund purposes are set forth and designated in the attached Exhibit A, which is made a part of this Ordinance by reference.

Section 3. That the estimated amount determined to be necessary to be levied in Section 1 is 100.0% (one hundred percent) of the amount of property taxes extended upon the tax levy of the preceding year.

Section 4. That the amount of Fourteen Million, Six Hundred Eighty Four Thousand Dollars and no cents ascertained as aforesaid be, and the same is hereby levied and assessed on all property subject to taxation within the City of Moline according to the value of said property as the same is assessed and equalized for State and County purposes for the current year.

Section 5. That the levy ordinance is adopted pursuant to the procedures as set forth in Illinois Municipal Code, 65ILCS 5/8-3-1 et seq. Chapter 2, and Sect. 2-2304 of the Moline Code of Ordinances, provided, however, any tax rate limitation of substantive limitation as to tax levies in the Illinois Municipal Code in conflict with the ordinance shall not be applicable to this ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.

Section 6. That there is hereby certified to the County Clerk of Rock Island County, Illinois, the several sums aforesaid, constituting said total amount and that said total amount

Council Bill/General Ordinance No. 3048-2013

Sponsor _____

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of Fourteen Million, Six Hundred Eighty Four Thousand Dollars and no cents (14,684,000.00) which said total amount the City requires to be raised by taxation for the 2014 fiscal year of said City; and the City Clerk is hereby ordered and directed to file with the County Clerk on or before the time required by law a certified copy of this ordinance.

Section 7. 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 by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

2013 Property Tax Levy

| <u>Purpose</u> | <u>Amount</u> |
|------------------------------------|------------------------|
| Police Pension | \$ 3,114,870.00 |
| Fire Pension | \$ 3,479,730.00 |
| Illinois Municipal Retirement Fund | \$ 1,838,000.00 |
| Social Security | \$ 1,389,030.00 |
| Parks | \$ 2,191,760.00 |
| Library | <u>\$ 2,670,610.00</u> |
| TOTAL LEVY | <u>\$14,684,000.00</u> |

Council Bill/Resolution No.: 1159-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of Amendment #1 to the Local Agency Agreement for Participation for Motor Fuel Tax Section 06-00234-00-LS, WIU Rivertech Streetscape.

WHEREAS, construction for Motor Fuel Tax (MFT) Section 06-00234-00-LS was completed in 2010, the contractor was paid in full, and the MFT project was closed; and

WHEREAS, Illinois Department of Transportation (IDOT) has excess ARRA stimulus funds and has distributed these funds to local projects; and

WHEREAS, IDOT proposes to deposit \$50,980.06 of these funds to the City's MFT Fund through the WIU Rivertech Streetscape project; and

WHEREAS, staff recommends approval of said amendment.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of Amendment #1 to the Local Agency Agreement for Participation for Motor Fuel Tax Section 06-00234-00-LS, WIU Rivertech Streetscape; 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

November 5, 2013

Date

Passed: November 5, 2013

Approved: November 12, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

| | | | | | |
|---|--------------------------------|---|---------------------------------------|--|--|
|  Illinois Department of Transportation Local Agency Amendment # 1 for Federal Participation | Local Agency City of Moline | State Contract <input checked="" type="checkbox"/> | Day Labor <input type="checkbox"/> | Local Contract <input type="checkbox"/> | RR Force Account <input type="checkbox"/> |
| | Section: 06-00234-00-LS | Fund Type: ARE | ITEP and/or SRTS Number 202024 | | |
| Construction | | Engineering | | Right-of-Way | |
| Job Number | Project Number | Job Number | Project Number | Job Number | Project Number |
| C-92-018-07 | ARA-00D2(132) | | | | |

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Amended Division of Cost

| Type of Work | FHWA | % | STATE | % | LA | % | Total |
|--------------------------------|----------------------|-------|-----------|-----|-------------------|---------|----------------------|
| Participating Construction | 666,361.06 | (*) | | () | 166,590 | (BAL) | 832,951.06 |
| Non-Participating Construction | () | () | () | () | () | () | () |
| Preliminary Engineering | () | () | () | () | () | () | () |
| Construction Engineering | () | () | () | () | () | () | () |
| Right of Way | () | () | () | () | () | () | () |
| Railroads | () | () | () | () | () | () | () |
| Utilities | () | () | () | () | () | () | () |
| Materials | () | () | () | () | () | () | () |
| TOTAL | \$ 666,361.06 | | \$ | | \$ 166,590 | | \$ 832,951.06 |

* 80% ARE funds NTE \$666,361.06

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

APPROVED

State of Illinois
Department of Transportation

Name of Official (Print or Type Name)

Ann L. Schneider, Secretary of Transportation _____ Date

Title (County Board Chairperson/Mayor/Village President/etc.)

By: _____
Aaron A. Weatherholt, Deputy Director of Highways _____ Date

(Signature) _____ Date

Omer Osman, Director of Highways/Chief Engineer _____ Date

The above signature certifies the agency's TIN number is _____ conducting business as a Governmental Entity.

Michael A. Forti, Chief Counsel _____ Date

DUNS Number _____

Tony Small, Acting Director of Finance and Administration _____ Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Council Bill/Resolution No.: 1160-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and the Illinois Office of the Comptroller to provide the City access to the Comptroller's Local Debt Recovery Program.

WHEREAS, the Illinois Office of the Comptroller (the "IOC") and the City of Moline (the "City") share the common goals of collecting debts owed to its respective public bodies; and

WHEREAS, the IOC operates the Comptroller's Offset System (the "System") for the collection of debt owed to the State of Illinois by persons receiving payments from the State; and

WHEREAS, the Illinois General Assembly enacted amendments to the State Comptroller Act, 15 ILCS 405/10.05, pursuant to the adoption of Public Act 97-632, effective December 16, 2011, and said amendments permit municipalities to utilize the System to access the State's Local Debt Recovery Program for purposes of collecting both tax and non-tax debts owed to the municipalities; and

WHEREAS, to participate in the Local Debt Recovery Program, municipalities are required to enter into an intergovernmental agreement with the IOC; and

WHEREAS, the City entered into an Intergovernmental Agreement with the IOC on February 26, 2013, for the purpose of accomplishing the above-stated goals.

WHEREAS, a new Intergovernmental Agreement is necessary due to new software implementation by the IOC, and to designate the Moline Finance Director as the Chief Officer of the Local Unit for purposes of the Intergovernmental Agreement and for certification of debts owed to the City.

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 Intergovernmental Agreement between the City of Moline and the Illinois Office of the Comptroller to provide the City access to the Comptroller's Local Debt Recovery Program; provided, however, that that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

Council Bill/Resolution No.: 1160-2013

Sponsor: _____

Page 2 of 2

CITY OF MOLINE, ILLINOIS

Mayor

November 5, 2013

Date

Passed: November 5, 2013

Approved: November 12, 2013

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE CITY OF MOLINE, ILLINOIS
REGARDING ACCESS TO THE COMPTROLLER’S LOCAL DEBT RECOVERY
PROGRAM**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter “IOC”) and the City of Moline, Illinois (hereinafter “the local unit”), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller’s Offset System (hereinafter, “the System”), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, “the Act”) [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State’s tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section 10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.
- (c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.
- (d) No debt which has resulted in the attachment of a lien on any personal property or other personal interest of the debtor shall be placed or remain on the System so long as that lien is attached to that property or interest.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
 - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
 - (ii) the amount of the claim then due and payable to the local unit;
 - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
 - (iv) the time period to which the claim is attributable;
 - (v) the local entity to which the debt is owed;
 - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded to such a person;

- (vii) a statement as to the outcome of any hearings or other proceedings held to establish the debt, or a statement that no hearing was requested; and,
- (viii) the date of final determination of the debt.
- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
- (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit shall, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset.
- (b) Only debts finally determined as currently due and payable to the local unit may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on either electronic or paper based forms provided by the Comptroller.
- (e) For purposes of this Agreement, “chief officer of the local unit” means the Finance Director.
- (f) The chief officer hereby acknowledges and agrees that he/she will ensure that the login information into any electronic system provided by the Office of the Comptroller will remain confidential, that only active employees of the local unit may be granted the delegation of authority provided for in Part (c) of this Subsection, and that under no circumstances is a vendor, agent, consultant, collector or any other third-party representative of the local unit authorized to submit or certify debt to IOC on behalf of the local unit.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

5. Notification of Change in the Chief Officer

- (a) The local unit shall be responsible for notifying IOC as soon as is practicable in the event the chief officer named in the Agreement is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section.
- (b) Upon obtaining knowledge that the chief officer is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section, whether through notification by the local unit or by any other means, IOC shall suspend the authority for the chief officer and any of his or her designees to certify debt to IOC.
- (c) The local unit shall be responsible for updating records with IOC in the event of a change in the chief officer in order to reestablish certification authority and resume collection by State payment offset.

B. Operational Requirements

- 1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data. The chief officer shall assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.
- 2. Fee. A fee may be charged to the debtor and shall be no more than \$20 per payment transaction. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
- 3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III

(B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.

4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond. The local unit shall complete an adjudication review with IOC in order to evaluate the local unit and the protest process prior to the offset of any State payments.
5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.
6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 309-524-2070.
7. Debt Priorities. If a debtor has more than one local unit debt, the debt with the oldest date of entry on the System shall be offset first.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor, including any and all administrative fees collected by IOC, if

an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

11. Third-Party Matching Services. IOC may utilize the services of a third-party vendor to assist in the identification of individual debtors. The local unit shall review and add any valid matches which result from the assistance of the third-party vendor within 30 days of receipt of the updated records. If the local unit is unable to add the valid matches within 30 days of receipt of the updated records, the chief officer must notify IOC as to the reason the local unit is not able to add the records in addition to a time frame for adding the records in the future.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Ray Marchiori, Director – Department of Government and Community Affairs
2. Local Unit: Maureen E. Riggs, City Attorney

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel
Illinois Office of the Comptroller
325 West Adams
Springfield, Illinois 62704
Phone: 217/782-6000
Fax: 217/782-2112
E-mail: CampAJ@mail.ioc.state.il.us

Local Unit: Maureen E. Riggs, City Attorney
City of Moline
619 – 16th Street
Moline, IL 61265
Phone: 309-524-2010
Fax: 309-524-2020
E-mail: mriggs@moline.il.us

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the City of Moline, Illinois. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the City of Moline, Illinois by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Judy Baar Topinka

Title: Comptroller

THE CITY OF MOLINE, ILLINOIS

By: _____

Date: _____

Name: Scott Raes

Title: Mayor

Council Bill/Resolution No. 1161-2013
Sponsor: _____

A RESOLUTION

DECLARING the following Article 36 seized and forfeited vehicle as surplus property:

1998 Chevrolet 2500 Truck VIN# 1GCGC29R7WE118562

WHEREAS, the above-listed vehicle was seized during the attempt or commission of a crime and subsequently forfeited to the Moline Police Department pursuant to Illinois State Statute; and

WHEREAS, this Council finds and declares that the aforesaid vehicle is surplus property and not necessary or useful to or in the best interest of the City; and

WHEREAS, Sections 2-2234 and 2-2235 of the Moline Code of Ordinances authorize the sale of municipal property and said sections require that the City Council direct the Finance Director to dispose of such property.

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

That this Council finds and declares that the aforesaid vehicle is surplus property and authorizes the Finance Director to dispose of said property.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the disposal of said vehicle through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

CITY OF MOLINE, ILLINOIS

Mayor
November 5, 2013

Date

Passed: November 5, 2013

Approved: November 12, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: 1162-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Utilities General Manager to accept a proposal from 3M Company for specialized services required to complete an innovative water main lining pilot project, which includes a base amount of \$70,250.00 and a rate schedule for added scope work, should such work be required.

WHEREAS, the City has a growing need to evaluate prudent and cost-effective alternatives to rehabilitate or replace the aging cast iron water mains within its water distribution system; and

WHEREAS, City staff has conducted a good faith review of available sources and determined that 3M Company is the only vendor that can supply an AWWA Class IV structural lining system that is certified to the NSF/ANSI 61 Standard and allows for the same day return to service of the cast iron water mains that are to be lined.

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

That the Utilities General Manager is hereby authorized to accept a proposal from 3M Company for specialized services required to complete an innovative water main lining pilot project, which includes a base amount of \$70,250.00 and a rate schedule for added scope work, should such work be required; provided said contract is substantially similar in form and content to Exhibit "A," attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 5, 2013

Date

Passed: November 5, 2013

Approved: November 12, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

3M™ Scotchkote™ Pipe Renewal Liner 2400 Pilot Project Agreement

This Agreement defines the relationship between 3M Company acting through 3M Water Infrastructure Business (hereinafter "3M") and The City of Moline Illinois ("Client") with respect to an application of 3M™ Scotchkote™ Pipe Renewal Liner 2400 in a potable water main. This Agreement and its attachments, including but not limited to drawings, maps, photos, and the one-page Pilot Agreement Standard Terms and Conditions, are intended to constitute the final, complete and exclusive statement of the parties' agreement regarding this pilot program.

Article 1: Parties Involved

1.1 Client Information

Name: The City of Moline Illinois
Contact Person: Greg Swanson
Title: Utilities General Manager
Phone: 309.524.2301
eMail: gswanson@moline.il.us
Street Address: 30 18th Street
Moline, IL 61265

1.2 3M Information

Contact Person: Ryan Rogers
Title: Sales Manager
Phone: 651.733.3313
eMail: rrogers@mmm.com
Street Address: 3M Center Building 223-02-S-24
City, State, Zip Code: St. Paul, MN 55144-1000

Article 2: Project Specifications

Site Location: There are Four Site Locations

Site A: 220' **11 Avenue B, west of 46 Street** Site B: 580' **18 St C north of 28 Avenue**

Site C: 350' **45th Street** Site D: 290' **44 Street, north of 18 Avenue**

Pipe material: Unlined Cast Iron

Pipe diameter: (ANSI Nominal Inches): 6"

Total length: 1450'

Sections: 5

Number of connections (by size): 35

Technical drawings provided to 3M on: 10/2/2013

3M site visit: Date: 11/1//2013 Inspector: City Representative

Lining thickness: 3.6mm

Design Specification:

MAOP: 60 psi MAOP

Pipe Condition: Fully Deteriorated Pressure Pipe per 3M Scotchkote Pipe Renewal Liner Design and Intallation Guide September 2013

Bury Depth: 5'

Post-lining Corrosion Hole Spanning Capability: Irrelevant since it's Fully Deteriorated Pipe Condition

Material Property Design Life Duration per ASTM 2990-09: 50 Years

Design Equation Safety Design Factor: 1.5

Water Table Location (above or below pipe invert): Below

Cleaning Process:

Must comply with 3M™ Scotchkote™ Pipe Renewal Liner 2400 technical bulletin Must comply with 3M™ Scotchkote™ Pipe Renewal Liner 2400 technical bulletin 80-6111-8636-4

Cleaning Contractor: TBD

Method: TBD

Water Disposal Method: Storm Drain (Check With City)

Lining Process:

Max Thickness per Pass: 2.75mm

Number of Passes for 6" Pipe: 2 Passes at 1.8mm per pass

Notes:

Article 3: Statement of Work

| Activity | Responsible Party | Notes |
|---------------------------------|-------------------|-------|
| Traffic Control | Moline | |
| Bypass Piping | Moline | |
| Excavation ¹ | Moline | |
| Shoring | Moline | |
| Isolation of Main ² | Moline | |
| Cutting of Water Main | Moline | |
| Leak Isolation | Moline | |
| Water Main Cleaning | 3M | |
| Standing Water Removal/Swabbing | 3M | |
| Pre-lining Inspection | 3M | |
| Lining | 3M | |
| Post Lining Inspection | 3M | |
| Disinfection | Moline | |
| Reconnection | Moline | |
| Reinstatement of Pits | Moline | |
| Pavement and Markings | Moline | |

¹ All excavation must follow all local codes and regulation for worker and public safety. Standard pit dimensions for lining are 6' x 8' and extend at least 2' below the bottom of the water main. Max retrieval angle from pipe exit to top of pit must not exceed 45 degree. Modular shore box panels that can be removed may be used to facilitate this. Minimum removed pipe section from pit locations must be more than 4' in length.

² LOTO System Required: During the lining process the main being lined must be completely and securely isolated from all water supplies. The responsible party must ensure that the LOTO system is in place and communicated to 3M before the start of work. The Client must provide an Authorized Inspector on site at all times (a requirement schedule can be agreed to and communicated before the start of work) to start and stop water flow when required. Delays in

Article 4: Subcontractor Use and Approvals

4.1 While 3M owns and maintains its own lining equipment and crews, it is often necessary to outsource ancillary work to subcontractors that are local to the site. If subcontractor approval is required by the Client, the Client must provide a list of qualified subcontractors to 3M with enough time to get accurate quotations. It will be at 3M's discretion which contractors are used for which function unless otherwise specifically directed by the Client in advance.

Article 5: Quotation and Payment:

3M agrees to provide the cleaning, lining, inspection, and all other services designated above as 3M's responsibility at a total contract price of \$70,250.00. Payment by Client shall be rendered within thirty (30) days of the date of 3M's invoice which invoice shall be dated no sooner than the completion of services provided hereunder. Payment shall be in U.S. currency. Any workscope beyond that described will require a change order and be billed at time and materials rates as outlined in 3M's billing rate sheet.

Article 6: Schedule

All contract documents must be received by 3M at least 4 weeks prior to the project commencing. This project will be carried out between 11/1/2013 and 11/27/2013.

Article 7: Miscellaneous

Client is not 3M's agent or franchisee, and has no authority to bind 3M, transact business in 3M's name or make any representations on 3M's behalf. Client's employees and agents are not 3M's employees or agents.

Neither Party will be responsible for the delay in its performance of any obligation under this Agreement, except failure to pay any amount due, caused by acts of God, legal restrictions, or any other similar conditions beyond the Party's reasonable control. A Party's time for performance will be extended by the period of an excused delay.

Notices under this Agreement shall be sufficient only if given by certified or registered mail, return receipt requested, personally delivered or sent by commercial overnight courier or if sent by facsimile with a written confirmation or acknowledgement of receipt by the receiver. Notice by mail shall be deemed received three days after mailing. Notices shall be sent to:

3M Company
Attn.: Director, 3M Water Infrastructure
3M Center Building 223-02S-24
St. Paul, MN 55144-1000

With a copy to: 3M Company
3M Office of General Counsel, Counsel for IsPD
3M Center, Building 220-9E-02
St. Paul, MN 55144

Client:

The City of Moline Illinois

30 18th Street

Moline, IL 61265

Article 9: Authorized Signatures

By signing below, the parties agree, through their duly authorized representatives, to the terms of this Agreement. This Agreement is subject to validation of the above specifications.

3M Company

(Signature)

(Print Name)

(Title)

(Date)

The City of Moline (Client)

(Signature)

(Print Name)

(Title)

(Date)

3M Infrastructure Division Pilot Agreement Standard Terms and Conditions

These **Terms and Conditions** ("Terms") govern and supplement the terms contained in the Pilot Agreement ("Agreement") and except with regard to such Pilot Agreement supersede all prior written or oral agreements. These Terms may only be modified by a written document signed by the parties' authorized representatives. Terms in any Client or third party document that are inconsistent with, add to, or vary from these Terms, including notices rejecting these Terms, are rejected by 3M and will have no effect. These Terms are subject to change upon notice by 3M with respect to any products supplied by 3M in the future.

Disclaimer of License: Nothing herein shall be construed as a license or transfer of any intellectual property rights in or to 3M products, which rights vest exclusively in 3M and its licensors. Client covenants not to contest or assert any rights in conflict with the aforementioned rights.

Payment Terms: Payment terms are as separately stated in the Agreement and shown on 3M's invoice. 3M may charge late payment fees and interest on past due amounts. Interest will accrue at the lesser of 18% per annum (1½% per month) or the maximum amount allowed by law on any 3M invoice from the date the invoice becomes due according to its terms.

Warranty and Limited Remedy: 3M warrants that the 3M product(s) provided under the Agreement will conform to 3M's published product specifications for a period of one year from product installation. If 3M products provided under the Agreement are found not to conform to the above-stated warranty, Client's exclusive remedy and 3M's sole obligation, is for 3M, at 3M's option, to (a) repair or replace (or have repaired or replaced) non-conforming 3M product, or (b) refund the price paid by Client for non-conforming 3M product. A 3M product warranty claim must be reported to 3M in writing within one year of product installation. 3M shall have no obligation under the above-stated warranty with respect to any 3M product which has been (i) improperly maintained; (ii) modified or damaged through misuse, abuse, accident, neglect, or mishandling by Client or third parties or damaged through acts of God; or (iii) otherwise subjected to conditions or usage outside the parameters set forth in 3M's published product specifications.

EXCEPT AS PROVIDED ABOVE, THERE ARE NO WARRANTIES OF ANY KIND FOR PRODUCT(S) OR SERVICES PROVIDED UNDER THE AGREEMENT, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE IN TRADE.

Limitation of Liability: 3M's aggregate and cumulative liability under this Agreement for rescission and/or damages to Client, whether in contract or tort or under any other legal theory, shall be limited to actual direct money damages in an amount not to exceed the aggregate fees paid to 3M by Client under this Agreement.

To the fullest extent of the law, 3M shall not under any circumstances be liable to Client or to Client's employees or agents, for any special, incidental, indirect or consequential damages (including, without limitation, loss of revenues) in any way related to this

Agreement or to products or services provided under this Agreement, regardless of the legal theory asserted, including breach of warranty, breach of contract, strict liability, or negligence, even if 3M has been advised of the possibility of such damages.

General Provisions: The validity, performance, and construction of these Terms, any purchase order issued by Client to 3M, and all related documents will be governed by the laws of Illinois without regard to its conflicts of law provisions. A party's failure to require strict performance of these Terms in one or more circumstances will not be a waiver of that party's right subsequently to require strict performance under these Terms.

Dispute Resolution: 3M and Client shall attempt in good faith to resolve any controversy, claim, or dispute ("Dispute") that arises out of or is related to this Agreement. Any Dispute not resolved within thirty (30) days of written notice of the Dispute shall undergo mediation in Illinois pursuant to the Commercial Mediation Rules of the American Arbitration Association using a mediator with a background in the industry or subject matter of the Dispute. Mediator costs and fees shall be shared equally. If despite the good faith efforts of the parties, the Dispute has not been resolved by the mediation process within sixty (60) days after commencement of the process, litigation may be initiated. The procedures of this clause are exclusive and must be fully exhausted prior to the initiation of litigation, except that neither party shall be precluded from taking actions it deems necessary to prevent immediate, irreparable harm to its interests.



3M™ Scotchkote™ Pipe Renewal Liner 2400

3M Electrical Markets Division – Water Infrastructure Lining Services Installation Rate Sheet

Effective: October 15, 2013 for City of Moline IL Project commencing November 2013

| Product | Pipe Size | Unit Price* |
|---|---|-------------------|
| 3M™ Scotchkote™ Pipe Renewal Liner 2400 | 6" Cleaning & Lining Rates (3.6mm thickness) | \$48/ linear foot |

**Note: Pricing includes cleaning by drag scrape method performed per AWWA C-602 for cleaning of cast iron water mains via drag scrape method. Pricing includes pre-lining CCTV, lining, post-lining CCTV and any service lateral reinstatement required.*

3M Infrastructure Division Project Agreement Standard Terms and Conditions

These **Terms and Conditions** ("Terms") govern and supplement the terms contained in the Pilot Agreement ("Agreement") and except with regard to such Pilot Agreement supersede all prior written or oral agreements. These Terms may only be modified by a written document signed by the parties' authorized representatives. Terms in any Client or third party document that are inconsistent with, add to, or vary from these Terms, including notices rejecting these Terms, are rejected by 3M and will have no effect. These Terms are subject to change upon notice by 3M with respect to any products supplied by 3M in the future.

Disclaimer of License: Nothing herein shall be construed as a license or transfer of any intellectual property rights in or to 3M products, which rights vest exclusively in 3M and its licensors. Client covenants not to contest or assert any rights in conflict with the aforementioned rights.

Payment Terms: Payment terms are as separately stated in the Agreement and shown on 3M's invoice. 3M may charge late payment fees and interest on past due amounts. Interest will accrue at the lesser of 18% per annum (1½% per month) or the maximum amount allowed by law on any 3M invoice from the date the invoice becomes due according to its terms.

Warranty and Limited Remedy: 3M warrants that the 3M product(s) provided under the Agreement will conform to 3M's published product specifications for a period of one year from product installation. If 3M products provided under the Agreement are found not to conform to the above-stated warranty, Client's exclusive remedy and 3M's sole obligation, is for 3M, at 3M's option, to (a) repair or replace (or have repaired or replaced) non-conforming 3M product, or (b) refund the price paid by Client for non-conforming 3M product. A 3M product warranty claim must be reported to 3M in writing within one year of product installation. 3M shall have no obligation under the above-stated warranty with respect to any 3M product which has been (i) improperly maintained; (ii) modified or damaged through misuse, abuse, accident, neglect, or mishandling by Client or third parties or damaged through acts of God; or (iii) otherwise subjected to conditions or usage outside the parameters set forth in 3M's published product specifications.

EXCEPT AS PROVIDED ABOVE, THERE ARE NO WARRANTIES OF ANY KIND FOR PRODUCT(S) OR SERVICES PROVIDED UNDER THE AGREEMENT, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE IN TRADE.

Limitation of Liability: 3M's aggregate and cumulative liability under this Agreement for rescission and/or damages to Client, whether in contract or tort or under any other legal theory, shall be limited to actual direct money damages in an amount not to exceed the aggregate fees paid to 3M by Client under this Agreement.



To the fullest extent of the law, 3M shall not under any circumstances be liable to Client or to Client's employees or agents, for any special, incidental, indirect or consequential damages (including, without limitation, loss of revenues) in any way related to this Agreement or to products or services provided under this Agreement, regardless of the legal theory asserted, including breach of warranty, breach of contract, strict liability, or negligence, even if 3M has been advised of the possibility of such damages.

General Provisions: The validity, performance, and construction of these Terms, any purchase order issued by Client to 3M, and all related documents will be governed by the laws of Illinois without regard to its conflicts of law provisions. A party's failure to require strict performance of these Terms in one or more circumstances will not be a waiver of that party's right subsequently to require strict performance under these Terms.

Dispute Resolution: 3M and Client shall attempt in good faith to resolve any controversy, claim, or dispute ("Dispute") that arises out of or is related to this Agreement. Any Dispute not resolved within thirty (30) days of written notice of the Dispute shall undergo mediation in the State of Illinois pursuant to the Commercial Mediation Rules of the American Arbitration Association using a mediator with a background in the industry or subject matter of the Dispute. Mediator costs and fees shall be shared equally. If despite the good faith efforts of the parties, the Dispute has not been resolved by the mediation process within sixty (60) days after commencement of the process, litigation may be initiated. The procedures of this clause are exclusive and must be fully exhausted prior to the initiation of litigation, except that neither party shall be precluded from taking actions it deems necessary to prevent immediate, irreparable harm to its interests.



Council Bill/Resolution No. 1163-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor to make application, to enter into an agreement, and to execute all necessary assurances and certifications to the United States Department of Housing and Urban Development for CDBG entitlement funding under the Housing and Community Development Act of 1974, as amended, of certain projects and programs for fiscal year 2014; and

APPROVING projects & program recommendations of the Citizens Advisory Council on Urban Policy (CACUP) for the use of 2014 Community Development Block Grant funds (CDBG) and the 2014 CDBG Annual Action Plan, which contains said projects and programs; and

AUTHORIZING the Mayor to implement those approved projects and programs upon the approval of the City of Moline 2014 Consolidated Action Plan by the Department of Housing and Urban Development and to exercise any and all powers required to obtain such funding and to implement those approved projects as set out in Exhibit "A."

WHEREAS, the City of Moline is a CDBG entitlement community pursuant to the Housing and Community Development Act of 1974 as amended; and

WHEREAS, the national objectives of the Community Development Program are:

1. the development of viable urban communities, including decent housing and a suitable living environment and expanding opportunities for economic opportunities principally for persons of low to moderate income; and
2. the eliminations of slums and blight, and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally for persons of low to moderate income; and
3. the elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance; and related activities; and
4. the conversion and expansion of the nation's housing stock in order to provide a decent home and suitable living environment for all persons, but principally for those of low and moderate income; and
5. the expansion and improvement of the quantity and quality of community services, principally for person of low to moderate income, which are essential for sound community development and for development of viable urban communities; and

6. the alleviation of physical and economic distress through the stimulation of private investment and community revitalization; and

WHEREAS, a proposed statement of community development objectives and projected use of funds will be advertised; and

WHEREAS, said statement and projected use of funds reflects programs recommended by CACUP and are consistent with the local and national objectives of the Housing and Community Development Act of 1974, as amended.

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

That the Mayor is hereby authorized to make application, to enter into an agreement, and to execute all necessary assurances and certifications to the United States Department of Housing and Urban Development for CDBG entitlement funding under the Housing and Community Development Act of 1974, as amended, of certain projects and programs for fiscal year 2014.

BE IT FURTHER RESOLVED that the City Council approves the projects & program recommendations of the Citizens Advisory Council on Urban Policy (CACUP) for the use of 2014 Community Development Block Grant funds (CDBG) and the 2014 CDBG Annual Action Plan, which contains said projects and programs.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to implement those approved projects and programs upon the approval of the City of Moline 2014 Consolidated Action Plan by the Department of the Housing and Urban Development and to exercise any and all powers required to obtain such funding and to implement those approved projects as set out in Exhibit "A."

CITY OF MOLINE, ILLINOIS

Mayor

November 5, 2013
Date

Passed: November 5, 2013

Approved: November 12, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Citizens Advisory Council on Urban Policy

Moline, Illinois

Program Year 2014 CDBG

2014 Projections

| | | |
|---|------------------|------------------------|
| CACUP | \$35,500 | |
| <i>City of Moline Police Dept/C.O.Ps</i> | | \$13,000 |
| <i>Stephens Parkview Neighborhood Group</i> | | \$12,500 |
| <i>Amigos of Floreciente Neighborhood</i> | | \$10,000 |
| Administration | \$116,000 | |
| Code Compliance | \$33,500 | |
| CHS Service Delivery | \$135,000 | |
| Community Housing Services Program | \$145,000 | |
| CHS - Emergency | \$45,000 | |
| CHS - Roofing Program | \$70,000 | |
| | \$580,000 | |
| | \$580,000 | Projected 2013 Funding |

**TABLE 1
FEDERAL PROGRAMS
CITY OF MOLINE**

| <u>Program</u> | <u>Administrator</u> | <u>Services</u> | <u>Approx. Amount</u> |
|---|---------------------------------|---|---------------------------|
| Community Development Block Grant Program | City of Moline | Annual grant allocated for housing rehab, social services, infrastructure improvements, youth services, etc. | \$580,000 |
| Weatherization Assistance Program | Project NOW | Weatherization; energy efficiency | *\$1,390,780 (tri-county) |
| Low-Income Energy Assistance Program | Project NOW | Utility bill assistance | *\$5,381,245 (tri-county) |
| Homebuyer's Assistance Program (HOME) | Project Now | Assist first time homebuyers to purchase and repair home | *\$740,000* |
| Section 8 Vouchers | Moline Public Housing Authority | Tenant based rental assistance | *\$330,000 |
| Emergency Food & Shelter Program | Project NOW | Food, Shelter, and preventative services | *\$86,002 |
| Transitional Housing Program (Reduced Rent) Continuum of Care Program | Project NOW | Provides reduced rent for six families and single women and assists homeless individuals and families. | *\$808,583 |
| Congregate Meals | Project NOW | Provides daily meals to seniors | *\$170,897 |
| Home Delivered Meals | Project NOW | Provides daily meals to seniors | *\$279,241 |
| Transportation | Project NOW | Provides transportation for seniors to and from community facilities | *\$442,485 |
| Senior Services | Project NOW | Provides transportation health services, and admin costs | *\$96,204 |
| Head Start Program | Project NOW | Provides preschool children of low-income families with a comprehensive program that addresses the child's needs in all areas of development. | *\$2,768,419 |
| Single Family Owner Occupied Rehab Program | City of Moline | Assistance for very low-income households to make necessary improvements | \$105,000 |
| 2013 – 2015 Trust Fund - Emergency Repair Program | City of Moline | This program will provide assistance to low-income and very-low income homeowners to repair their homes and to remove health and safety hazards. Funds can be used to replace costly maintenance items, such as roofs, HVAC systems, electrical and plumbing systems. | **\$217,350 |

| | | | |
|--|----------------|--|----------------|
| 2014 – 2016 Trust Fund – Homebuyer and Rehabilitation Assistance | City of Moline | This program will provide assistance to low-income and very-low income homeowners in the form of a forgivable loan to assist homebuyers with acquisition and rehabilitation of vacant properties throughout the City. | **\$504,000 |
| 2013 – 2016 Lead Hazard Control Grant | City of Moline | Through a coalition that includes the City of Moline, City of Rock Island, City of East Moline, City of Sterling, Project Now and Rock Island Economic Growth Corp, a 152 residential units will be made lead safe throughout the cities of Moline, Rock Island, East Moline and Sterling. | ***\$2,500,000 |
| Neighborhood Stabilization Program 2 | City of Moline | Construct new single family homes for sale to families under 120% AMI. Also, assist homebuyers within the program with direct buyer's assistance. | \$160,000 |
| * Based on 2013 Annual Action Plan Information. ** Based on Cumulative total for two year funding. *** Based on Cumulative total for three year funding. | | | \$16,560,206 |

1. Federal and State Resources

A. Narrative Descriptions

Community Development Block Grant Program

The City will administer \$580,000 (estimated) during the 2014 year. Many community development and housing needs will be met with this program such as: housing rehabilitation, neighborhood and downtown redevelopment, parks & recreation, social services, infrastructure improvements.

Weatherization Assistance Program

Project NOW expects to administer *\$1,390,780 to weatherize low-income homes. The program is designed to increase energy efficiency, thereby reducing energy costs for heating and cooling. This is a tri-county area program: Rock Island, Mercer and Henry counties. Funding may change following approval of funding from the State of Illinois

Low-Income Energy Assistance Program

Project NOW expects to receive and administer *\$5,381,245. This will provide assistance with the payment of utility bills for low to moderate income households. The program is offered to persons under 80% median family income. This is a tri-county area program: Rock Island, Mercer and Henry counties.

Homebuyers Assistance Program (Home): Project NOW expects to receive and administer *\$740,000 in state (IHDA) and federal (HUD & HOME) funds to assist low-income homebuyers to purchase a home and make needed repairs at the time of purchase. Repair funds and other assistance are provided as a 0% deferred forgivable loan.

Section 8 Voucher & Certificates

The Moline Public Housing Authority expects to administer *\$330,000 under the Section 8 Program in the city. Currently, there are 234 vouchers and 195 of them are in use. Very low-income families (0 to 30% MFI) benefit from this program.

Emergency Food and Shelter Program

Project NOW expects to receive and administer *\$86,002 from the Illinois Department of Public Aid and from the Illinois Department of Commerce and Community Affairs to meet the following: outreach, counseling referral, advocacy and transportation for persons and families who are homeless or at risk of becoming homeless.

Transitional Housing Program (Reduced Rent)/Continuum of Care Program:

Project NOW expects to administer this program, which provides reduced rent, 30% of income. Also, the Continuum of Care Program will continue to coordinate with homeless service providers, other local governments, and others to help alleviate homelessness through the existing Quad City continuum of care system. Project NOW will administer the Northwest Continuum of Care process to assist homeless individuals and families and the Transitional Housing Program through a funding amount of *\$808,583.

Congregate Meals:

Project NOW expects to receive and administer *\$170,897 in federal (U.S. Department of Health & Human Services) and state (Illinois Department on Aging), to provide daily meals to seniors at 15 sites in Rock Island and Mercer Counties.

Home Delivered Meals:

Project NOW expects to receive and administer *\$279,241 in federal (U.S. Department of Health & Human Services) and state (Illinois Department on Aging) funding to provide daily meals to home bound low income elderly age 60 and over, who reside in Rock Island and Mercer Counties.

Transportation:

Project NOW expects to receive and administer *\$442,485 in federal (U.S. Department of Health & Human Services) and state (Illinois Department on Aging) funding to provide transportation for low-income seniors who reside in Rock Island County, to and from community facilities and resources in an effort to promote successful independent living.

Senior Services:

Project NOW expects to receive and administer *\$96,204 in federal (HUD – CDBG (Rock Island and

Moline) funds to provide transportation, health services, and support administrative costs for residents of Rock Island and Mercer Counties who are 60 years of age or older.

Head Start Program:

Project NOW expects to receive and administer *\$2,768,419 in federal funds to help break the cycle of poverty by providing preschool children of low-income families with a comprehensive program that addresses the child's needs in all areas of development: educational, emotional, social, health, nutritional, physical, and mental health.

Single Family Owner Occupied Rehab (SFOOR) Program (HOME):

The City of Moline expects to receive and administer *\$127,000 in state (IHDA) and federal (HUD) funds to assist very low-income households to make necessary improvements to bring their home up to code.

****Trust Fund - Emergency Repair Program:**

This program will provide assistance to low-income and very-low income homeowners to repair their homes and to remove health and safety hazards. Funds can be used to replace costly maintenance items, such as roofs, HVAC systems, electrical and plumbing systems over the next two years.

****Trust Fund -- Homebuyer and Rehabilitation Assistance:**

This program will provide assistance to low-income and very-low income homeowners in the form of a forgivable loan to assist homebuyers with acquisition and rehabilitation of vacant properties throughout the City over the next two years.

*****Lead Hazard Control (LHC):**

Through a coalition that includes the City of Moline, City of Rock Island, City of East Moline, City of Sterling, Project Now and Rock Island Economic Growth Corp, a 152 residential units will be made lead safe throughout the cities of Moline, Rock Island, East Moline and Sterling over the next three years.

Neighborhood Stabilization Program 2 (NSP2):

The City expects to generate \$160,000 (in program income from the sales of NSP2 rehab and new construction homes. These dollars will be used to construct additional new single family homes for sale to families at or below 120% AMI. Additionally, NSP2 buyers will receive up to \$35,000 in direct buyer's assistance.

Moline Housing Authority will address the housing needs by working with and complimenting the Consolidated Plan with the City of Moline, Illinois and working with other local partners such as Project NOW Housing Services and the local banks to try and meet identified needs.

| TABLE 2 Moline Public Housing Authority Physical Improvements FY 2013 | |
|--|--------------------------------|
| IMPROVEMENTS | ESTIMATE INVESTMENT |
| Management Improvements | \$107,737 |
| Administration | \$ 71,824 |
| Fees & Cost | \$ 25,000 |
| Site Improvements | \$ 55,100 |
| Appliances | \$ 20,000 |
| Dwelling Structures | \$ 7,800 |
| Non-Dwelling Structures | \$ 29,700 |
| Vehicles, Tools & Equipment | \$ 50,000 |
| Development Activities | \$351,086 |
| TOTAL IMPROVEMENTS | *\$718,247 |
| Source: Moline Public Housing Authority | |

2. Local Resources

| TABLE 3 Proposed Projects/Local Resources Fiscal Year 2014 | | | |
|---|-----------------------|---|---------------|
| PROGRAM | ADMINISTRATOR | DESCRIPTION | AMOUNT |
| City of Moline Police Department | City of Moline | Funds will be used to offer counseling, mediation, emergency transportation, family events, field trips and projects and activities that stimulate personal and professional growth, while at the same time educating on crime prevention. The two areas served are located in the Floreciente and Spring Brook neighborhoods. Both areas are in low-mod income eligible census tracts. | \$13,000 |
| Stephens Parkview Neighborhood Group | Stephens Park | Funds will be used to repair/replace sidewalk sections at specific locations in the Stephens Park neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department. | \$12,500 |
| Amigos of Floreciente Neighborhood | Amigos of Floreciente | Funds will be used to repair/replace sidewalk sections at specific locations in the Floreciente neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department. | \$10,000 |
| Code Compliance | City of Moline | The City's Neighborhood Improvement Officer (NIO) performs the lead role in the prevention, enforcement and abatement of housing; nuisance, vegetation, zoning and sign code violations. The NIO serves as the City's liaison to neighborhood groups and residents for problem identification and solutions. | \$33,500 |
| Community Housing Services Program | City of Moline | This program provides assistance for re-investment in the City's existing housing stock, and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property values, and funds emergency repairs for low-income residents. | \$145,000 |

| | | | |
|---|----------------|--|------------------|
| Community Housing Services Program – Emergency | City of Moline | This program provides assistance for re-investment in the City’s existing housing stock based on emergency criteria. It also helps revitalize neighborhoods, and maintains/increases property values for low-income residents. | \$45,000 |
| Community Housing Services Program – Roofing | City of Moline | This program provides assistance for re-investment in the City’s existing housing stock and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property value, and funds roof repair and replacement for low-income residents. | \$70,000 |
| Community Housing Services Program – Service Delivery | City of Moline | Customer assistance with the Community Housing Services program requires significant staff time. Working with contractors, homeowners, inspectors, and lenders on bidding, income verification, specification clarification, project progress, payouts, etc., as well as equipment and supplies utilized, are all identified as program soft costs. | \$135,000 |
| Administration - General | City of Moline | The recommended allocation will help provide funding for at least one FTE of the Planning and Development Department employees. The recommended allocation will also reimburse the City for any administrative expenses required to maintain a continuing capacity for planning, managing, monitoring, and evaluating the CDBG Program pursuant to Federal statutes and regulations, thereby ensuring compliance with said program requirements. | \$116,000 |
| TOTAL | | | \$580,000 |

HUMAN SERVICES (\$35,500)

1. City of Moline Police Department (\$13,000)

Funds will be used to offer counseling, mediation, emergency transportation, family events, field trips and projects and activities that stimulate personal and professional growth, while at the same time educating on crime prevention. The two areas served are located in the Floreciente and Spring Brook neighborhoods. Both areas are in low-mod income eligible census tracts.

2. Stephens Parkview Neighborhood Group (\$12,500)

Funds will be used to repair/replace sidewalk sections at specific locations in the Stephens Park neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department.

3. Amigos of Floreciente Neighborhood (\$10,000)

Funds will be used to repair/replace sidewalk sections at specific locations in the Floreciente neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department.

NEIGHBORHOODS (\$33,500)

1. Code Compliance (\$33,500.00)

The City's Neighborhood Improvement Officer (NIO) performs the lead role in the prevention, enforcement and abatement of housing; nuisance, vegetation, zoning and sign code violations. The NIO serves as the City's liaison to neighborhood groups and residents for problem identification and solutions.

HOUSING (395,000.00)

1. Community Housing Services Program (CHS) (\$145,000.00)

This program provides assistance for re-investment in the City's existing housing stock, and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property values, and funds emergency repairs for low-income residents.

2. Community Housing Services Program - Emergency (CHS - Emergency) (\$45,000)

This program provides assistance for re-investment in the City's existing housing stock based on emergency criteria. It also helps revitalize neighborhoods, and maintains/increases property values for low-income residents.

3. Community Housing Services Program – Roofing (CHS – Roofing) (\$70,000)

This program provides assistance for re-investment in the City's existing housing stock and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property value, and funds roof repair and replacement for low-income residents.

4. CHS Service Delivery (\$135,000.00)

Customer assistance with the Community Housing Services program requires significant staff time. Working with contractors, homeowners, inspectors, and lenders on bidding, income verification, specification clarification, project progress, payouts, etc., as well as equipment and supplies utilized, are all identified as program soft costs.

ADMINISTRATION (\$116,000.00)

1. General Administrative Expenses (\$116,000.00)

The recommended allocation will help provide funding for at least one FTE of the Planning and Development Department employees. The recommended allocation will also reimburse the City for any administrative expenses required to maintain a continuing capacity for planning, managing, monitoring, and evaluating the CDBG Program pursuant to Federal statutes and regulations, thereby ensuring compliance with said program requirements.

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Moline

Priority Need

Planning/Administration

Project Title

Administration - General

Description

The recommended allocation will help provide funding for at least one FTE of the Planning and Development Department employees. The recommended allocation will also reimburse the City for any administrative expenses required to maintain a continuing capacity for planning, managing, monitoring, and evaluating the CDBG Program pursuant to Federal statutes and regulations, thereby ensuring compliance with said program requirements.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

N/A

Street Address: 619 16 Street
Moline, IL 61265

| | |
|---------------------------------------|--|
| Objective Number | Project ID 1 |
| HUD Matrix Code 21A | CDBG Citation 570.206 |
| Type of Recipient Local Government | CDBG National Objective |
| Start Date (mm/dd/yyyy) 01/01/2014 | Completion Date (mm/dd/yyyy) 12/31/2014 |
| Performance Indicator | Annual Units |
| Local ID Planning & Administration | Units Upon Completion |

Funding Sources:

| | |
|------------------|---------|
| CDBG | 116,000 |
| ESG | |
| HOME | |
| HOPWA | |
| Total Formula | 116,000 |
| Prior Year Funds | |
| Assisted Housing | |
| PHA | |
| Other Funding | |
| Total | 116,000 |

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need

Rehabilitation Administration

Project Title

CHS – Service Delivery

Description

Customer assistance with the Community Housing Services program requires significant staff time. Working with contractors, homeowners, inspectors, and lenders on bidding, income verification, specification clarification, project progress, payouts, etc., as well as equipment and supplies utilized, are all identified as program soft costs.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

N/A

Street Address:

City, State, Zip code:

| | |
|---------------------------|------------------------------|
| Objective Number | Project ID |
| HUD Matrix Code | CDBG Citation |
| Type of Recipient | CDBG National Objective |
| Start Date (mm/dd/yyyy) | Completion Date (mm/dd/yyyy) |
| Performance Indicator | Annual Units |
| Local ID | Units Upon Completion |
| Planning & Administration | |

Funding Sources:

| | |
|------------------|---------|
| CDBG | 135,000 |
| ESG | |
| HOME | |
| HOPWA | |
| Total Formula | 135,000 |
| Prior Year Funds | |
| Assisted Housing | |
| PHA | |
| Other Funding | |
| Total | 135,000 |

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need

Owner Occupied Housing

Project Title

Community Housing Service Program

Description

This program provides assistance for re-investment in the City's existing housing stock, and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property values, and funds emergency repairs for low-income residents.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City Wide

Street Address:

City, State, Zip code:

| | |
|---|--|
| Objective Number DH1.1,DH2.1,DH3.1,SL1.1, SL2.1,SL3.1 | Project ID 3 |
| HUD Matrix Code 14A | CDBG Citation 570.202(a)(I) |
| Type of Recipient Residents | CDBG National Objective LMH |
| Start Date (mm/dd/yyyy) 01/01/2014 | Completion Date (mm/dd/yyyy) 12/31/2014 |
| Performance Indicator Number of Units Rehab | Annual Units 30 |
| Local ID Housing | Units Upon Completion 30 |

Funding Sources:

| | |
|------------------|---------|
| CDBG | 145,000 |
| ESG | |
| HOME | |
| HOPWA | |
| Total Formula | 145,000 |
| Prior Year Funds | |
| Assisted Housing | |
| PHA | |
| Other Funding | |
| Total | 145,000 |

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Moline

Priority Need

Owner Occupied Housing

Project Title

Community Housing Service Program - Emergency

Description

This program provides assistance for re-investment in the City's existing housing stock based on emergency criteria. It also helps revitalize neighborhoods, and maintains/increases property values for low-income residents.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City Wide

Street Address:

City, State, Zip code:

| | |
|---|--|
| Objective Number DH1.1,DH2.1,DH3.1,SL1.1, SL2.1,SL3.1 | Project ID 4 |
| HUD Matrix Code 14A | CDBG Citation 520.202(a)(I) |
| Type of Recipient Residents | CDBG National Objective LMH |
| Start Date (mm/dd/yyyy) 01/01/2014 | Completion Date (mm/dd/yyyy) 12/31/2014 |
| Performance Indicator Number of Units Rehab | Annual Units 10 |
| Local ID Housing | Units Upon Completion 10 |

Funding Sources:

| | |
|------------------|--------|
| CDBG | 45,000 |
| ESG | |
| HOME | |
| HOPWA | |
| Total Formula | 45,000 |
| Prior Year Funds | |
| Assisted Housing | |
| PHA | |
| Other Funding | |
| Total | 45,000 |

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Moline

Priority Need

Owner Occupied Housing

Project Title

Community Housing Services Program – Roofing

Description

This program provides assistance for re-investment in the City's existing housing stock and preserving that valuable asset for future generations. It also revitalizes neighborhoods, maintains/increases property value, and funds roof repair and replacement for low-income residents.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City Wide

Street Address:

City, State, Zip code:

| | |
|---|--|
| Objective Number DH1.1,DH2.1,DH3.1,SL1.1, SL2.1,SL3.1 | Project ID 5 |
| HUD Matrix Code 14A | CDBG Citation 520.202(a)(I) |
| Type of Recipient Residents | CDBG National Objective LMH |
| Start Date (mm/dd/yyyy) 01/01/2014 | Completion Date (mm/dd/yyyy) 12/31/2014 |
| Performance Indicator Seniors Served | Annual Units 120 |
| Local ID Senior Programs | Units Upon Completion 120 |

Funding Sources:

| | |
|------------------|--------|
| CDBG | 70,000 |
| ESG | |
| HOME | |
| HOPWA | |
| Total Formula | 70,000 |
| Prior Year Funds | |
| Assisted Housing | |
| PHA | |
| Other Funding | |
| Total | 70,000 |

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need
Human Services

Project Title
Stephens Parkview Neighborhood Group

Description

Funds will be used to repair/replace sidewalk sections at specific locations in the Stephens Park neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
CT 222 – Block Group 2

Street Address:
City, State, Zip code:

| | |
|--|--|
| Objective Number NR1.1 | Project ID 6 |
| HUD Matrix Code 03L | CDBG Citation 570.201(c) |
| Type of Recipient Subrecipient | CDBG National Objective LMA |
| Start Date (mm/dd/yyyy) 01/01/2014 | Completion Date (mm/dd/yyyy) 12/31/2014 |
| Performance Indicator Housing Units | Annual Units 25 |
| Local ID Neighborhood | Units Upon Completion 25 |

Funding Sources:

| | |
|------------------|--------|
| CDBG | 12,500 |
| ESG | |
| HOME | |
| HOPWA | |
| Total Formula | 12,500 |
| Prior Year Funds | |
| Assisted Housing | |
| PHA | |
| Other Funding | |
| Total | 12,500 |

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Moline

Priority Need
Human Services

Project Title
Amigos of Floreciente Neighborhood

Description
Funds will be used to repair/replace sidewalk sections at specific locations in the Floreciente neighborhood. This neighborhood is located in a low-mod income area. These funds will be used in conjunction with the City of Moline's existing Sidewalk program in the Engineering Department.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
CT 223

Street Address:
City, State, Zip code:

| | |
|--|--|
| Objective Number NR1.1 | Project ID 7 |
| HUD Matrix Code 03L | CDBG Citation 570.201(c) |
| Type of Recipient Subrecipient | CDBG National Objective LMA |
| Start Date (mm/dd/yyyy) 01/01/2014 | Completion Date (mm/dd/yyyy) 12/31/2014 |
| Performance Indicator Housing Units | Annual Units 10 |
| Local ID Neighborhood | Units Upon Completion 10 |

Funding Sources:

| | |
|------------------|--------|
| CDBG | 10,000 |
| ESG | |
| HOME | |
| HOPWA | |
| Total Formula | 10,000 |
| Prior Year Funds | |
| Assisted Housing | |
| PHA | |
| Other Funding | |
| Total | 10,000 |

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need

Anti Crime Programs

Project Title

City of Moline Police Department

Description

Funds will be used to offer counseling, mediation, emergency transportation, family events, field trips and projects and activities that stimulate personal and professional growth, while at the same time educating on crime prevention. The two areas served are located in the Florenciente and Spring Brook neighborhoods. Both areas are in low-mod income eligible census tracts.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

CT 223, CT 213 – Block Group 2

Street Address:

City, State, Zip code:

| | |
|---------------------------------------|--|
| Objective Number SL1.1 | Project ID 8 |
| HUD Matrix Code 05I | CDBG Citation 570.201(e) |
| Type of Recipient Subrecipient | CDBG National Objective LMA |
| Start Date (mm/dd/yyyy) 01/01/2014 | Completion Date (mm/dd/yyyy) 12/31/2014 |
| Performance Indicator People | Annual Units 100 |
| Local ID Anti Crime Programs | Units Upon Completion 100 |

Funding Sources:

| | |
|------------------|--------|
| CDBG | 13,000 |
| ESG | |
| HOME | |
| HOPWA | |
| Total Formula | 13,000 |
| Prior Year Funds | |
| Assisted Housing | |
| PHA | |
| Other Funding | |
| Total | 13,000 |

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Moline

Priority Need
Code Enforcement

Project Title
Code Compliance

Description

The City's Neighborhood Improvement Officer (NIO) performs the lead role in the prevention, enforcement and abatement of housing; nuisance, vegetation, zoning and sign code violations. The NIO serves as the City's liaison to neighborhood groups and residents for problem identification and solutions.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
Neighborhood Target Area

Street Address: 619 16 Street
Moline, IL 61265

| | |
|--|--|
| Objective Number SL3.1 | Project ID 9 |
| HUD Matrix Code 15 | CDBG Citation 570.202(c) |
| Type of Recipient Local Government | CDBG National Objective LMA |
| Start Date (mm/dd/yyyy) 01/01/2013 | Completion Date (mm/dd/yyyy) 12/31/2013 |
| Performance Indicator People Served | Annual Units |
| Local ID Neighborhoods | Units Upon Completion |

Funding Sources:

| | |
|------------------|--------|
| CDBG | 33,500 |
| ESG | |
| HOME | |
| HOPWA | |
| Total Formula | 33,500 |
| Prior Year Funds | |
| Assisted Housing | |
| PHA | |
| Other Funding | |
| Total | 33,500 |

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities
 Public Housing Needs

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
 Application
 Changed/Corrected Application

*** 2. Type of Application:**

- New
 Continuation
 Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

36-6005999

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

B-13-MC-17-0014

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Moline

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

36-6005999

*** c. Organizational DUNS:**

0938691700000

d. Address:

*** Street1:**

619 16 Street

Street2:

*** City:**

Moline

County/Parish:

*** State:**

IL: Illinois

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

61265

e. Organizational Unit:

Department Name:

Planning & Economic Developmen

Division Name:

Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Ray

Middle Name:

*** Last Name:**

Forsythe

Suffix:

Title:

Director

Organizational Affiliation:

City of Moline

*** Telephone Number:**

(309) 524-2032

Fax Number:

(309) 524-2031

*** Email:**

rforsythe@moline.il.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

Community Development Block Grants/Entitlement Grants

*** 12. Funding Opportunity Number:**

N/A

*** Title:**

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Low_Mod_8_11.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant Entitlement Community

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

| | |
|---------------------|---|
| * a. Federal | <input type="text" value="580,000.00"/> |
| * b. Applicant | <input type="text"/> |
| * c. State | <input type="text"/> |
| * d. Local | <input type="text"/> |
| * e. Other | <input type="text"/> |
| * f. Program Income | <input type="text"/> |
| * g. TOTAL | <input type="text" value="580,000.00"/> |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

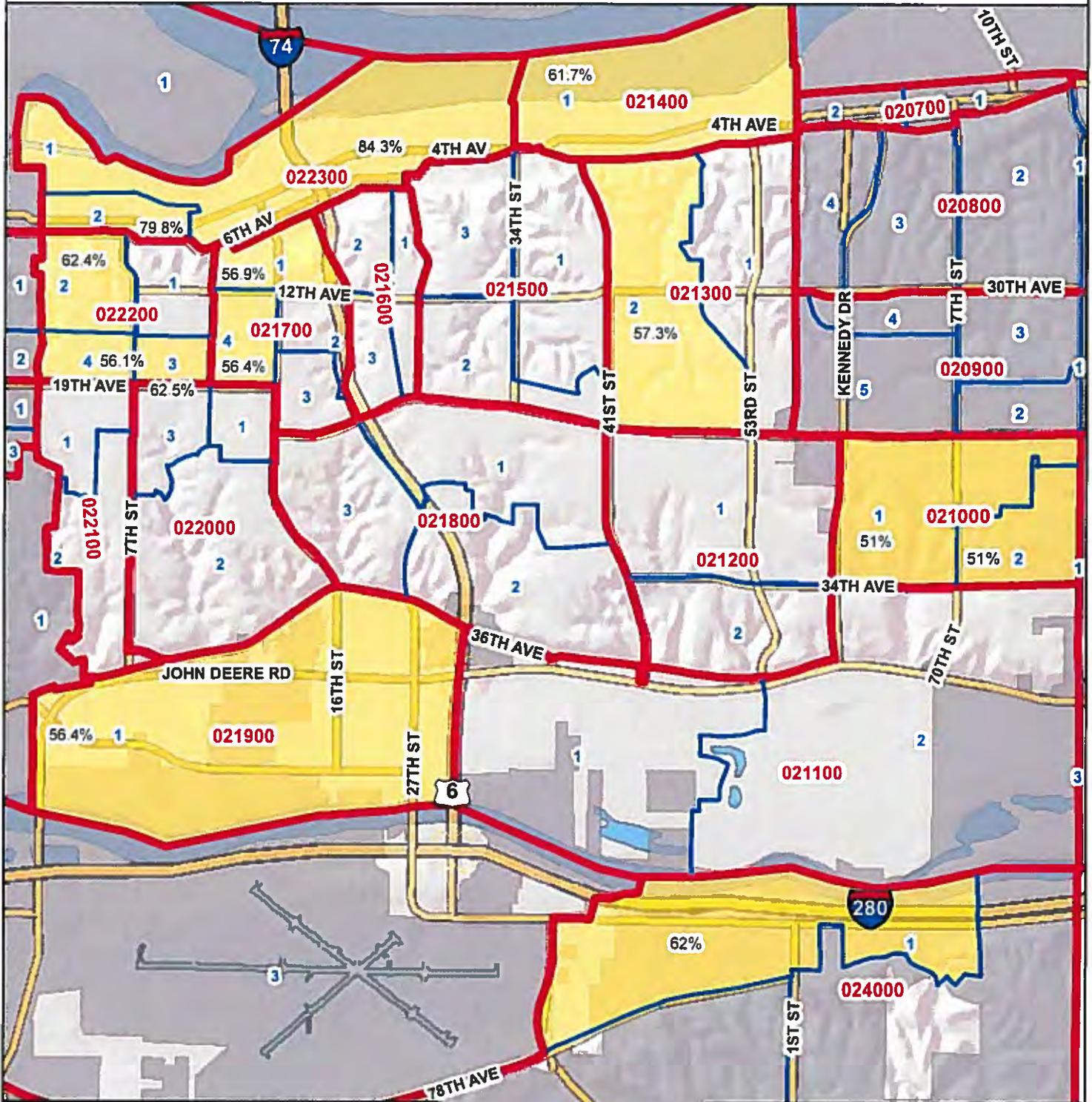
* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

City of Moline Low Mod Census Block Groups



Legend

- Census Tract Boundary
- Census Block Group Boundary
- Low Mod > 50%

Sources: Low Mod data: <http://www.hud.gov/offices/cpd/systems/census/il/index.cfm>
 Block Group / Tract Shapefiles: <http://www.census.gov/cgi-bin/geo/shapefiles2010/main>

Sponsor: _____

A RESOLUTION

RECOMMENDING to the City of Rock Island, Illinois, a street name change of “4th Avenue” to “River Drive” for the two-block segment of 4th Avenue in Rock Island between 44th and 46th Streets.

WHEREAS, River Drive in Moline is a heavily traveled thoroughfare which extends into multiple communities in the Illinois Quad Cities; and

WHEREAS, the street name for this regional thoroughfare changes within each community; and

WHEREAS, County tax parcel maps show River Drive terminates in Rock Island at a two-block segment of 4th Avenue which is utilized by MetroLINK’s new transit maintenance facility and by no other facilities for address purposes; and

WHEREAS, MetroLINK has provided a letter to the City of Rock Island supporting a street name change from 4th Avenue to “River Drive” at that two-block segment; a copy of said letter is attached hereto as Exhibit “B”; and

WHEREAS, this Council believes that the common street name of “River Drive” for this route will improve route consistency and increase awareness of River Drive as a regional thoroughfare in the Illinois Quad Cities and finds the name change to be in the best interests of the City of Moline and the City of Rock Island.

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

That the City of Moline’s recommendation to the City of Rock Island, Illinois, for a street name change of “4th Avenue” to “River Drive” for the two-block segment of 4th Avenue in Rock Island between 44th and 46th Streets shall be and is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk shall forward this recommendation to the Mayor and City Council of the City of Rock Island for consideration.

CITY OF MOLINE, ILLINOIS

Mayor

November 5, 2013

Date

Passed: November 5, 2013

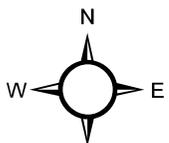
Approved: November 12, 2013

Attest: _____

City Clerk

Approved as to form:

City Attorney



1 inch = 300 feet

EXHIBIT "A"



METROLINK
1515 River Drive
Moline, IL 61265
Phone: 309-786-2705
Fax: 309-797-0072
www.gogreenmetro.com

October 23, 2013

City of Rock Island
1528 Third Avenue
Rock Island, IL 61201

Re: Street name change, 4th Avenue

Dear Mayor Pauley and City Council:

MetroLINK supports the City of Moline's recommendation to rename the two-block stretch of 4th Avenue in Rock Island to "River Drive" near our transit maintenance facility. This will improve route consistency and increase awareness of River Drive as a major thoroughfare in the Illinois Quad Cities.

We appreciate your efforts and consideration of this request.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jeff Nelson', written in a cursive style.

Jeff Nelson
General Manager

Council Bill/General Ordinance No. 3049-2013

Sponsor: _____

AN ORDINANCE

AMENDING the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (*Plan Commission, multiple properties located in the 4200-4300 block of 26th Avenue*)

WHEREAS, the Plan Commission has received a request for rezoning sufficient in form and content; and

WHEREAS, the Plan Commission, after public hearing upon proper notice, has made its recommendation; and

WHEREAS, this Council finds and declares that a change from “R-2” (One-Family Residence District) to “R-6” (Multi-Family Residence District) zoning will more accurately reflect the Comprehensive Plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning and Land Development Code.

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

Section 1 - That all territory described in Exhibit A, attached hereto, shall be, and the same is, hereby changed from zoning classification “R-2” (One-Family Residence District), as provided in Section 35-3204 of said Zoning and Land Development Code, to zoning classification “R-6” (Multi-Family Residence District), as provided in Section 35-3206 of said Zoning and Land Development Code.

Section 2 - That the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code, so as to show that the above-referenced area is established as above set forth and shall hereinafter be included in the “R-6” (Multi-Family Residence District) zoning district.

Section 3 - That the foregoing amendment to the Moline Zoning and Land Development Code was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning and Land Development Code, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

Section 4 - 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 by law.

Council Bill/General Ordinance No. 3049-2013

Sponsor: _____

Page 2

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

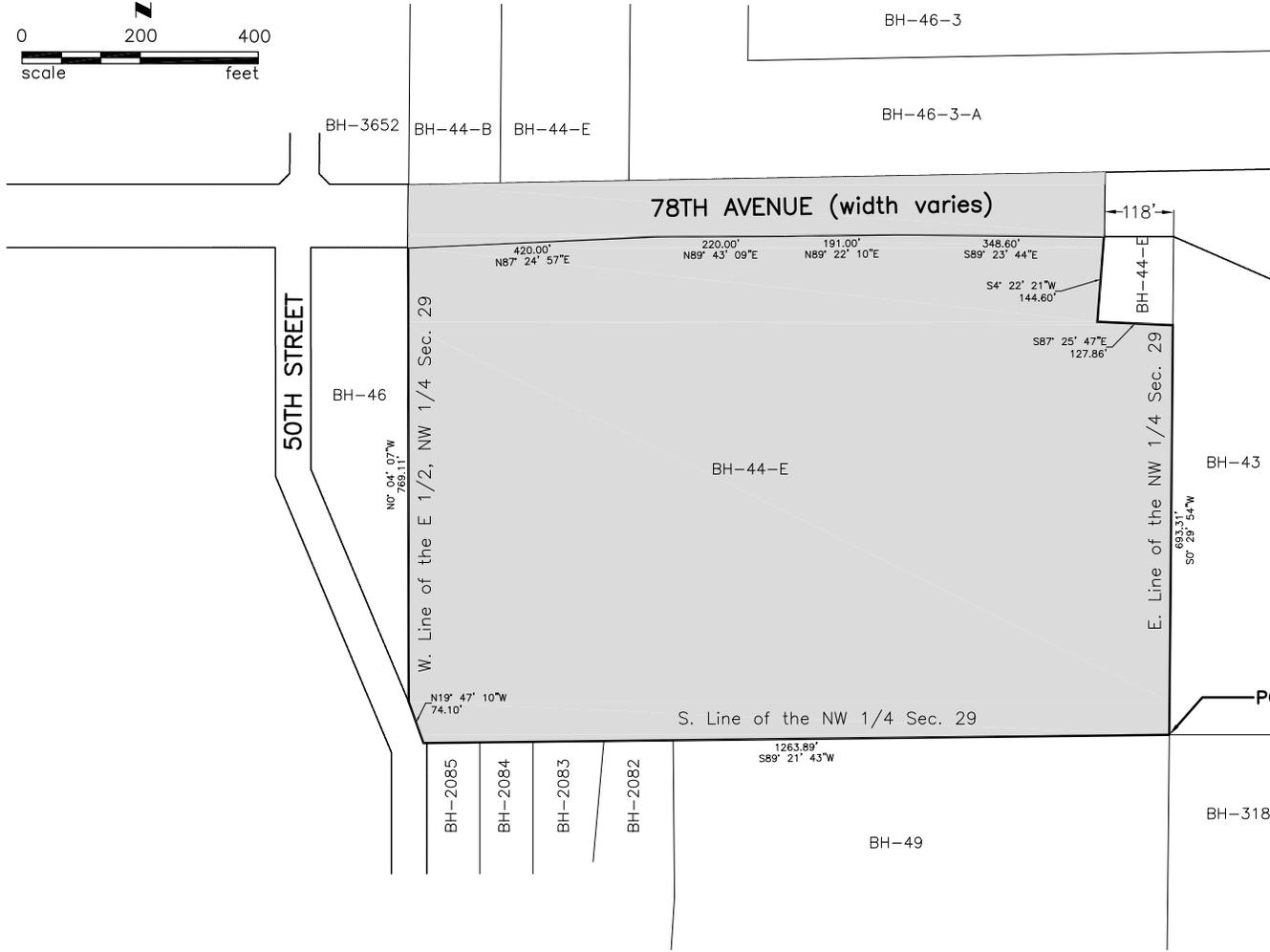
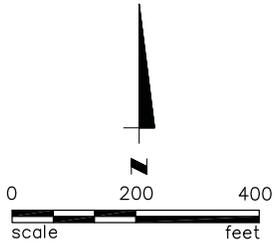
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

ANNEXATION PLAT



Annexation Description

Part of the East Half of the Northwest Quarter of Section 29, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of said Section 29, thence South 89 degrees 21 minutes 43 seconds West, 1263.89 feet to the east right of way line of 50th Street; thence North 19 degrees 47 minutes 10 seconds West, 74.10 feet on said east right of way line; thence North 0 degrees 04 minutes 07 seconds West, 769.11 feet on the west line of the East Half of the Northwest Quarter of said Section 29 to the south right of way line of County Highway No. 16, also known as 78th Avenue; thence North 87 degrees 24 minutes 57 seconds East, 420.00 feet on said south right of way line; thence North 89 degrees 43 minutes 09 seconds East, 220.00 feet on said south right of way line; thence North 89 degrees 22 minutes 10 seconds East, 191.00 feet on said south right of way line; thence South 89 degrees 23 minutes 44 seconds East, 348.60 feet on said south right of way line; thence South 04 degrees 22 minutes 21 seconds West, 144.60 feet; thence South 87 degrees 25 minutes 47 seconds East, 127.86 feet to the east line of the Northwest Quarter of said Section 29; thence South 0 degrees 29 minutes 54 seconds West, 693.31 feet on said east line to the point of beginning.

Also all that portion of 78th Avenue located between the west line of the East Half of the Northwest Quarter of said Section 29 and a line which is 118 feet west of the east line of the Northwest Quarter of said Section 29.

POINT OF BEGINNING



PREPARED BY
CITY OF MOLINE, IL
ENGINEERING DIVISION

Exhibit "A"

AN ORDINANCE

ENLARGING the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

Tract of land totaling approximately 25 acres located south of 78th Avenue (Indian Bluff Road) and east of 50th Street (Illinois Department of Military Affairs; 5212 78th Avenue, Milan)

WHEREAS, a written petition filed by the Illinois Department of Military Affairs, Illinois Army National Guard has been filed in the Office of the City Clerk requesting that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition is conditioned upon a zoning amendment by the City Council, immediately following annexation of the territory described herein, to classify the subject property in the B-4 (Highway/Intensive Business) District; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to the trustees of the Blackhawk Township Rural Fire Protection District and the trustees of the Robert R. Jones Library District of the pending annexation and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit “A,” is hereby annexed to the City of Moline, Illinois.

Part of the East Half of the Northwest Quarter of Section 29, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of said Section 29, thence South 89 degrees 21 minutes 43 seconds West, 1263.89 feet to the east right of way line of 50th Street; thence North 19 degrees 47 minutes 10 seconds West, 74.10 feet on said east right of way line; thence North 0 degrees 04 minutes 07 seconds West, 769.11 feet on the west line of the East Half of the Northwest Quarter of said Section 29 to the south right of way line of County Highway No. 16, also known as 78th Avenue; thence North 87 degrees 24 minutes 57 seconds East, 420.00 feet on said south right of way line; thence North 89 degrees 43 minutes 09 seconds East, 220.00 feet on said south right of way line; thence North 89 degrees 22 minutes 10 seconds East, 191.00 feet on said south right of way line; thence South 89 degrees 23 minutes 44 seconds East, 348.60 feet on said south right of way line; thence South 04 degrees 22 minutes 21 seconds West, 144.60 feet; thence South 87 degrees 25 minutes 47 seconds East, 127.86 feet to the east line of the Northwest Quarter of said Section 29; thence South 0 degrees 29 minutes 54 seconds West, 693.31 feet on said east line to the point of beginning.

Also all that portion of 78th Avenue located between the west line of the East Half of the Northwest Quarter of said Section 29 and a line which is 118 feet west of the east line of the Northwest Quarter of said Section 29.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 5 upon the effective date hereof.

Section 3 – That the area above described and annexed shall be and hereby is zoned “R-2” (One-Family Residence District) upon the effective date hereof pursuant to Section 35-3105 of the Moline Zoning and Land Development Code, but is subject to a rezoning to “B-4” (Highway/Intensive Business District) to be considered by separate ordinance.

Section 4 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit “A.”

Council Bill/General Ordinance No. 3050-2013

Sponsor: _____

Page 3

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

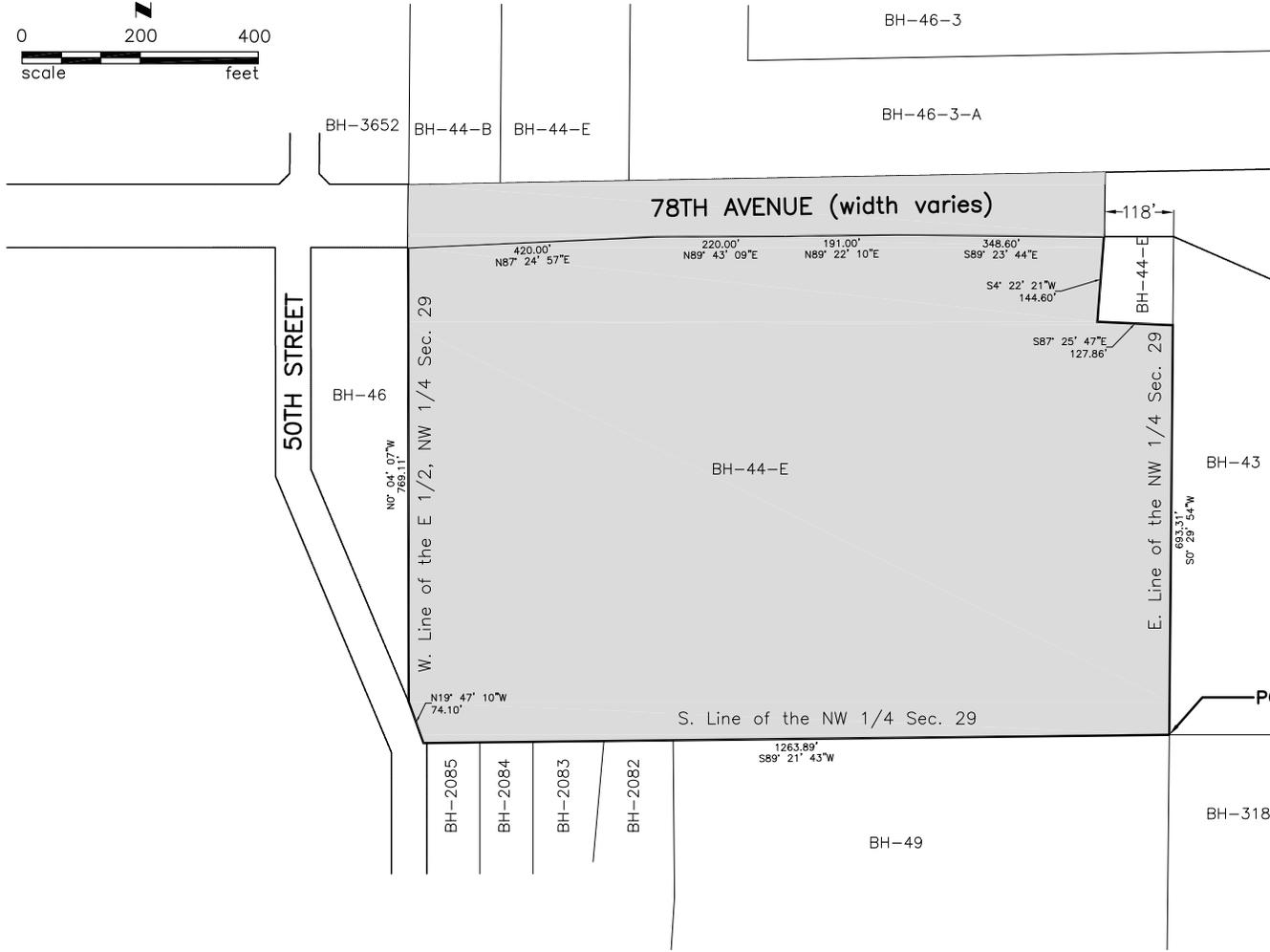
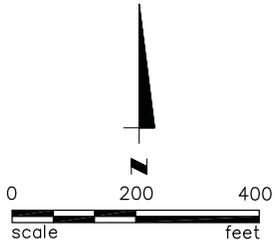
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

ANNEXATION PLAT



Annexation Description

Part of the East Half of the Northwest Quarter of Section 29, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of said Section 29, thence South 89 degrees 21 minutes 43 seconds West, 1263.89 feet to the east right of way line of 50th Street; thence North 19 degrees 47 minutes 10 seconds West, 74.10 feet on said east right of way line; thence North 0 degrees 04 minutes 07 seconds West, 769.11 feet on the west line of the East Half of the Northwest Quarter of said Section 29 to the south right of way line of County Highway No. 16, also known as 78th Avenue; thence North 87 degrees 24 minutes 57 seconds East, 420.00 feet on said south right of way line; thence North 89 degrees 43 minutes 09 seconds East, 220.00 feet on said south right of way line; thence North 89 degrees 22 minutes 10 seconds East, 191.00 feet on said south right of way line; thence South 89 degrees 23 minutes 44 seconds East, 348.60 feet on said south right of way line; thence South 04 degrees 22 minutes 21 seconds West, 144.60 feet; thence South 87 degrees 25 minutes 47 seconds East, 127.86 feet to the east line of the Northwest Quarter of said Section 29; thence South 0 degrees 29 minutes 54 seconds West, 693.31 feet on said east line to the point of beginning.

Also all that portion of 78th Avenue located between the west line of the East Half of the Northwest Quarter of said Section 29 and a line which is 118 feet west of the east line of the Northwest Quarter of said Section 29.

POINT OF BEGINNING

Exhibit "A"

Council Bill/General Ordinance No. 3051-2013

Sponsor: _____

AN ORDINANCE

AMENDING the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3311 (*Illinois Department of Military Affairs, 5212 78th Avenue, Milan*)

WHEREAS, the Plan Commission has received a request for rezoning sufficient in form and content; and

WHEREAS, the Plan Commission, after public hearing upon proper notice, has made its recommendation; and

WHEREAS, this Council finds and declares that a change from “R-2” (One-Family Residence District) to “B-4” (Highway/Intensive Business District) zoning will more accurately reflect the Comprehensive Plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in the Moline Zoning and Land Development Code.

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

Section 1 - That the following described territory shall be, and the same is, hereby changed from zoning classification “R-2” (One-Family Residence District), as provided in Section 35-3204 of said Zoning and Land Development Code, to zoning classification “B-4” (Highway/Intensive Business District), as provided in Section 35-3311 of said Zoning and Land Development Code.

Part of the Southwest Quarter of Section Twenty-Nine (29) in Township Seventeen (17) North, Range One (1) West of the Fourth (4th) Principal Meridian, described as follows: Beginning at the Southeast corner of the Southwest Quarter of said Section Twenty-Nine (29); Thence North 89° 30' 49" West on the South line of said Southwest Quarter a distance of 1290.98 feet to the Southwest corner of the East Half of said Southwest Quarter; Thence North 01° 22' 57" East on the West line of said East Half a distance of 612.70 feet to a point in the Westerly extension of the Southerly line of BALCAEN'S FOURTH SUBDIVISION; Thence South 88° 28' 58" East on said Southerly line and its Westerly extension a distance of 252.23 feet to the Southeast corner of said BALCAEN'S FOURTH SUBDIVISION; Thence North 29° 40' 08" East on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 543.83 feet to the Southeast corner of Lot 13 in said BALCAEN'S FOURTH SUBDIVISION. Thence North 04° 47' 55" East on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 624.29 feet to the Southeast corner of Lot 8 in said BALCAEN'S FOURTH SUBDIVISION. Thence North 12° 08' 05" West on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 438.50 feet to the Southeast corner of Lot 4 in said BALCAEN'S THIRD SUBDIVISION. Thence North 04° 18' 51" East on the Easterly line of said Lot 4 a distance of 201.55 feet to the Southeast corner of Lot 5 in said BALCAEN'S THIRD SUBDIVISION; Thence North 00° 06' 59" East on the Easterly line of said Lot 5 a distance of 265.83 feet to the Northeast corner of said Lot 5 in said BALCAEN'S THIRD SUBDIVISION, said point lying in the North line of said Southwest Quarter of Section Twenty-Nine (29);

Thence South 89° 59' 43" East on said North line a distance of 840.85 feet to the Northeast corner of said Southwest Quarter; Thence South 01° 12'05' West on the Westerly line of said INDIAN BLUFFS PART TWO SUBDIVISION a distance of 831.58 feet to the Northwest Corner of INDIAN BLUFFS PART ONE SUBDIVISION; Thence South 01° 25' 48' West on the Westerly line of said INDIAN BLUFFS PART ONE SUBDIVISION a distance of 1776.05 feet to the point of beginning; said tract containing 55.762 acres, more or less, all being situated in Rock Island County, Illinois. Also all that portion of 50th Street in said Section 29 located south of Lot 18 in Balcaen's 4th Addition and all that portion of 87th Avenue located in the Northwest Quarter of Section 32 all in Township 17 North, Range 1 West of the Fourth Principal Meridian

Section 2 - That the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code, so as to show that the above referenced area is established as above set forth and shall hereinafter be included in the "B-4" (Highway/Intensive Business District) zoning district.

Section 3 - That the foregoing amendment to the Moline Zoning and Land Development Code was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Moline Zoning and Land Development Code, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

Section 4 - 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 by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AN ORDINANCE

ENLARGING the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

Tract of land totaling approximately 55.762 acres located at the northeast corner of the intersection of 50th Street and 87th Avenue (*City of Moline*)

WHEREAS, a written petition filed by the City of Moline has been filed in the Office of the City Clerk requesting that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to the trustees of the Blackhawk Township Rural Fire Protection District and the trustees of the Robert R. Jones Library District of the pending annexation and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit “A,” is hereby annexed to the City of Moline, Illinois.

Part of the Southwest Quarter of Section Twenty-Nine (29) in Township Seventeen (17) North, Range One (1) West of the Fourth (4th) Principal Meridian, described as follows:

Beginning at the Southeast corner of the Southwest Quarter of said Section Twenty-Nine (29); Thence North $89^{\circ} 30' 49''$ West on the South line of said Southwest Quarter a distance of 1290.98 feet to the Southwest corner of the East Half of said Southwest Quarter; Thence North $01^{\circ} 22' 57''$ East on the West line of said East Half a distance of 612.70 feet to a point in the Westerly extension of the Southerly line of BALCAEN'S FOURTH SUBDIVISION; Thence South $88^{\circ} 28' 58''$ East on said Southerly line and its Westerly extension a distance of 252.23 feet to the Southeast corner of said BALCAEN'S FOURTH SUBDIVISION; Thence North $29^{\circ} 40' 08''$ East on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 543.83 feet to the Southeast corner of Lot 13 in said BALCAEN'S FOURTH SUBDIVISION. Thence North $04^{\circ} 47' 55''$ East on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 624.29 feet to the Southeast corner of Lot 8 in said BALCAEN'S FOURTH SUBDIVISION. Thence North $12^{\circ} 08' 05''$ West on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 438.50 feet to the Southeast corner of Lot 4 in said BALCAEN'S THIRD SUBDIVISION. Thence North $04^{\circ} 18' 51''$ East on the Easterly line of said Lot 4 a distance of 201.55 feet to the Southeast corner of Lot 5 in said BALCAEN'S THIRD SUBDIVISION; Thence North $00^{\circ} 06' 59''$ East on the Easterly line of said Lot 5 a distance of 265.83 feet to the Northeast corner of said Lot 5 in said BALCAEN'S THIRD SUBDIVISION, said point lying in the North line of said Southwest Quarter of Section Twenty-Nine (29); Thence South $89^{\circ} 59' 43''$ East on said North line a distance of 840.85 feet to the Northeast corner of said Southwest Quarter; Thence South $01^{\circ} 12' 05''$ West on the Westerly line of said INDIAN BLUFFS PART TWO SUBDIVISION a distance of 831.58 feet to the Northwest Corner of INDIAN BLUFFS PART ONE SUBDIVISION; Thence South $01^{\circ} 25' 48''$ West on the Westerly line of said INDIAN BLUFFS PART ONE SUBDIVISION a distance of 1776.05 feet to the point of beginning; said tract containing 55.762 acres, more or less, all being situated in Rock Island County, Illinois.

Also all that portion of 50th Street in said Section 29 located south of Lot 18 in Balcaen's 4th Addition and all that portion of 87th Avenue located in the Northwest Quarter of Section 32 all in Township 17 North, Range 1 West of the Fourth Principal Meridian.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 5 upon the effective date hereof.

Section 3 – That the area above described and annexed shall be and hereby is zoned “R-2” (One-Family Residence District) upon the effective date hereof pursuant to Section 35-3105 of the Moline Zoning and Land Development Code, and that the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code.

Section 4 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit “A.”

Council Bill/General Ordinance No. 3052-2013

Sponsor: _____

Page 3

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

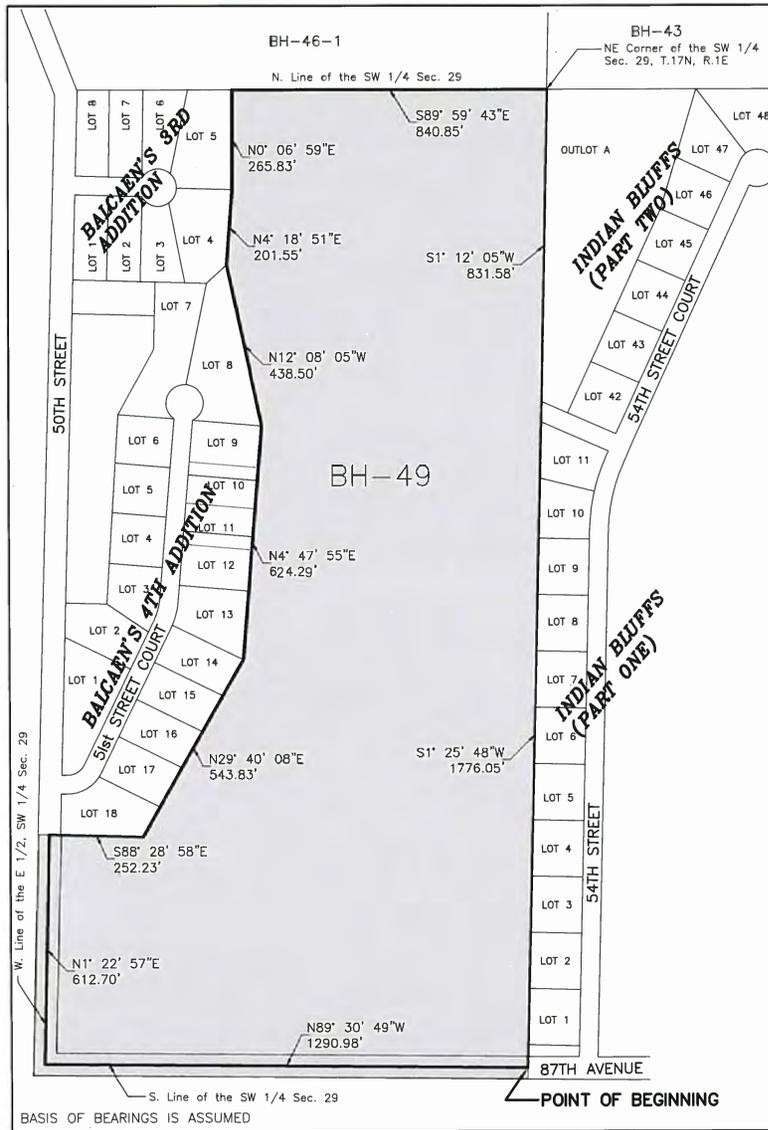
Attest: _____

City Clerk

Approved as to Form:

City Attorney

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ANNEXATION PLAT

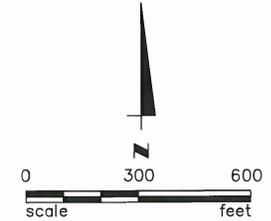
Annexation Description

Part of the Southwest Quarter of Section Twenty-Nine (29) in Township Seventeen (17) North, Range One (1) West of the Fourth (4th) Principal Meridian, described as follows:

- Beginning at the Southeast corner of the Southwest Quarter of said Section Twenty-Nine (29);
- Thence North $89^{\circ} 30' 49''$ West on the South line of said Southwest Quarter a distance of 1290.98 feet to the Southwest corner of the East Half of said Southwest Quarter;
- Thence North $01^{\circ} 22' 57''$ East on the West line of said East Half a distance of 612.70 feet to a point in the Westerly extension of the Southerly line of BALCAEN'S FOURTH SUBDIVISION;
- Thence South $88^{\circ} 28' 58''$ East on said Southerly line and its Westerly extension a distance of 252.23 feet to the Southeast corner of said BALCAEN'S FOURTH SUBDIVISION;
- Thence North $29^{\circ} 40' 08''$ East on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 543.83 feet to the Southeast corner of Lot 13 in said BALCAEN'S FOURTH SUBDIVISION.
- Thence North $04^{\circ} 47' 55''$ East on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 624.29 feet to the Southeast corner of Lot 8 in said BALCAEN'S FOURTH SUBDIVISION.
- Thence North $12^{\circ} 08' 05''$ West on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 438.50 feet to the Southeast corner of Lot 4 in said BALCAEN'S THIRD SUBDIVISION.
- Thence North $04^{\circ} 18' 51''$ East on the Easterly line of said Lot 4 a distance of 201.55 feet to the Southeast corner of Lot 5 in said BALCAEN'S THIRD SUBDIVISION;
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- Thence South $89^{\circ} 59' 43''$ East on said North line a distance of 840.85 feet to the Northeast corner of said Southwest Quarter;
- Thence South $01^{\circ} 12' 05''$ West on the Westerly line of said INDIAN BLUFFS PART TWO SUBDIVISION a distance of 831.58 feet to the Northwest Corner of INDIAN BLUFFS PART ONE SUBDIVISION;
- Thence South $01^{\circ} 25' 48''$ West on the Westerly line of said INDIAN BLUFFS PART ONE SUBDIVISION a distance of 1776.05 feet to the point of beginning;

said tract containing 55.762 acres, more or less, all being situated in Rock Island County, Illinois.

Also all that portion of 50th Street in said Section 29 located south of Lot 18 in Balcaen's 4th Addition and all that portion of 87th Avenue located in the Northwest Quarter of Section 32 all in Township 17 North, Range 1 West of the Fourth Principal Meridian.



MY LICENSE EXPIRES 11/30/2012

Scott K. Taubee 12/1/2010
 SCOTT K. TAULBEE I.P.L.S. 35-3490 DATE

I, SCOTT TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3490, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS PREPARED UNDER MY DIRECTION, AND IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF.

SHEET 1 OF 1

CITY OF MOLINE, IL
 PREPARED BY ENGINEERING DIVISION
 3635 4TH AVENUE
 MOLINE, IL 61265

Exhibit "A"

Council Bill/Ordinance No.: 4054-2013

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Lighting on the Commons scheduled for Saturday, November 23, 2013.

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

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, November 23, 2013, from 10:00 a.m. to 8:00 p.m.

15th Street from the southernmost side of River Drive to the northernmost side of 4th Avenue.

It shall be an offense to use said roadways for vehicular purposes during the times herein specified.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

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

A SPECIAL ORDINANCE

APPROVING Kymbyl Komplete Kare, Inc.'s vegetation and nuisance abatement bid proposal; and

AUTHORIZING the Mayor and City Clerk to enter into a contract with Kymbyl Komplete Kare, Inc. for vegetation and nuisance abatement services in the amount of \$32.00 per hour for 2014 and \$35.00 per hour for 2015, with a show up fee in the amount of \$15.00 for 2014 and 2015, and for landfill charges of \$15.00 per cubic yard for 2014 and 2015 for the period of January 1, 2014 through December 31, 2015.

WHEREAS, the Law Department published a Request for Bids for vegetation and nuisance abatement services on September 18, 2013; and

WHEREAS, Kymbyl Komplete Kare, Inc., submitted the only responsible and responsive bid, possesses the equipment necessary to perform the work entailed and has been the only company to submit a bid for the past several years; and

WHEREAS, City staff recommends accepting Kymbyl Komplete Kare, Inc.'s bid for vegetation and nuisance abatement services as set forth above.

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

Section 1. That Kymbyl Komplete Kare, Inc.'s proposed vegetation and nuisance abatement bid proposal is hereby approved.

Section 2. That the Mayor and City Clerk are hereby authorized to enter into a contract with Kymbyl Komplete Kare, Inc. for vegetation and nuisance abatement services in the amount of \$32.00 per hour for 2014 and \$35.00 per hour for 2015, with a show up fee in the amount of \$15.00 for 2014 and 2015, and for landfill charges of \$15.00 per cubic yard for 2014 and 2015 for the period of January 1, 2014 through December 31, 2015; provided said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference as Exhibit "A," and has been approved as to form by the City Attorney.

Section 3. That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

Section 4. 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 No. 4056-2013

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Development Agreement between the City of Moline and Moline Promenade Investors LLC for development of the Multi Modal Station project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said agreement.

WHEREAS, the City and Moline Promenade Investors LLC ("Developer") seek to engage in a public-private partnership to add transit-oriented development to the site of the former O'Rourke Building property for the Multi Modal Station project ("Project"); and

WHEREAS, Developer seeks to redevelop a portion of the former O'Rourke Building into an extended stay hotel and retail and commercial outlets as part of the Project and will use private funds to complete said portion of the Project; and

WHEREAS, the City will use federal and state grant funds to construct and renovate the public/common spaces of the Project; and

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

WHEREAS, Developer agrees to purchase the private space from the City on an installment note for the aggregate sum of \$1.3 million with annual installment payments to the City; and

WHEREAS, the City agrees to provide to Developer a set annual rebate from the property tax increment until the full purchase price is paid to the City and certain excess property taxes upon proof of TIF eligible expenses, pursuant to the terms and conditions set forth in the Development Agreement; and

WHEREAS, the City further agrees to provide Developer the right to use 80 parking spaces within a one block radius of the hotel at \$50 per space per month; and

WHEREAS, all aspects of the Development Agreement are designed and intended to attract users to the Multi Modal Station for transportation purposes as well as for other commercial and retail opportunities, and to enhance the public health, safety, morals, and welfare, as related to the City of Moline and its citizens.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Development Agreement between the City of Moline and Moline Promenade Investors LLC for development of the Multi Modal Station project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A,” and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be in full force and effect from and after passage and 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

DEVELOPMENT AGREEMENT
Between the
CITY OF MOLINE, ILLINOIS
and
MOLINE PROMENADE INVESTORS, LLC
FOR
THE QUAD CITIES MULTI-MODAL STATION

THIS AGREEMENT (“Agreement”) made and entered into on this _____ day of _____, 2013, by and between the City of Moline, an Illinois Municipal Corporation (“City”), and Moline Promenade Investors, LLC, an Illinois limited liability company (“Developer”), collectively (“the Parties”).

RECITALS:

WHEREAS, in 2010, Illinois Governor Pat Quinn committed \$45 million in State Capital funds to implement Amtrak service from Chicago to the Quad Cities, and it was decided that the station serving the Quad Cities would be located in downtown Moline, Illinois; and

WHEREAS, the City of Moline, Illinois, received \$10 million in federal TIGER II grant funds, to be administered through MetroLINK, for the construction of the Multi-Modal Station (“MMS”) for Amtrak service and an additional \$6 million was allocated to the project through state and local contributions; and

WHEREAS, the O’Rourke Building, a six-story warehouse located on a 1.28 acre parcel at 12th Street and 4th Avenue, has been designated as the location for the MMS; and

WHEREAS, the first floor of the O’Rourke Building will be renovated, and portions of it will be reserved for transportation purposes; the remainder of the first floor and the upper floors will be renovated for private development by the Developer to include retail outlets on the first floor as well as an extended stay, limited service hotel on floors 2-6 and an optional new 7th floor; and

WHEREAS, City and Developer seek to engage in a public-private partnership to add transit-oriented development to the site and to attract users to the site for transportation purposes as well as for other commercial and retail opportunities; and

WHEREAS, City and MetroLINK will use federal and state grant funds to construct and renovate the public spaces in the MMS, including the access ways on first floor, the waiting area for Amtrak passengers, the office area/IT space for Amtrak, the roof, the skywalk across the train tracks, landscaping, streetscaping, public restrooms, elevator and other building and site improvements deemed eligible per the applicable federal and state grant requirements; and

WHEREAS, Developer will use private funds to construct and develop the private development on portions of the first floor and all upper floors of the O'Rourke Building; and

WHEREAS, for the private development to be financially feasible, City will sell the private portions of the O'Rourke Building to Developer for \$1,300,000.00, to be paid in annual installments in an amount equivalent to the amount to be rebated to Developer for Tax Increment Financing ("TIF") eligible expenses pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("the Act"); and

WHEREAS, for City to grant said incentives, the Private Project (as hereinafter defined) must meet certain conditions, including, but not limited to, all property within the Private Project remaining property tax eligible through the year 2036, as set forth in this Agreement, along with other conditions; and

WHEREAS, City believes the Project (as hereinafter defined) to be located as set forth in Exhibit "A" and the fulfillment generally of the terms of this Agreement are in the vital and best interests of City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, which are meant to be substantive and binding and not superfluous, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby stipulate, covenant, contract and agree as follows:

I. DEFINITIONS.

The Parties believe that certain definitions will help in determining the meaning and carrying out the terms and understandings of this Agreement, and therefore agree to the following definitions which shall have the meanings ascribed to them as set forth below:

Construction Budget: The budget that delineates what items will be constructed using private funds and what items will be constructed using public funds, whether State or Federal or otherwise, and what amounts are allocated for each line item. All items to be constructed using public funds will be subject to approval of the appropriate federal and state funding agencies. The Construction Budget is attached as Exhibit "D."

Construction Documents: Those documents in which the Design Development Documents are refined to include all detailed final working drawings and specifications.

Design Development Documents: A set of architectural drawings consistent with the approved Schematic Design Documents.

Development Timetable: The comprehensive detailed construction schedule attached as Exhibit "G," to which the Parties shall use their best efforts to adhere, subject to Unavoidable Delays.

Private Project: The portion of the Project that will be funded entirely by private funds and constructed and developed by Developer for an extended stay hotel and for retail and commercial development. The Private Project consists of the development of condominium Units 1 and 3 as generally described in pages 3-10 of the Schematic Design Documents attached hereto as Exhibit "B" and defined herein below.

Private Project Property: The eight condominium units of the O'Rourke Building to be sold to Developer and developed as depicted in pages 3-10 of the Schematic Design Documents attached hereto as Exhibit "B." Condominium Unit 1 will be the extended stay hotel on part of first floor and all of the upper floors and Condominium 3-9 will be comprised of retail and commercial development on part of the basement level, first floor and rooftop, subject to the terms and conditions of the cell tower easement more particularly described in Section II.B.i below.

Project: The entire development of the MMS and site, including both the Public and Private Projects as defined herein.

Project Documents: The Schematic Design Documents, Design Development Documents and the Construction Documents, including any amendments and modifications thereto.

Project Property: That entire property which is the subject of this Agreement and which is legally described in Exhibit "A," attached hereto and by this reference incorporated herein as if set out at this point.

Public Project: The portion of the Project that will be funded from public sources including federal and state grants as well as City contributions (other than the TIF rebate being given to Developer) and that includes condominium Unit 2 as generally described in pages 3 and 4 of the Schematic Design Documents attached hereto as Exhibit "B," as well as the remainder of the site and that does not include condominium Units 1 and 3-9 of the O'Rourke Building.

Schematic Design Documents: Two drawings and written descriptions which establish the design concepts for the Project as set forth in Exhibit "B."

Unavoidable Delays: Act of God, casualties, war, embargo, riots, strikes, unavailability of materials (but not failure of a party to pay for such materials), litigation commenced by third persons (including litigation seeking to enjoin the ability of a party to act), and all other acts or omissions, causes or events which are with respect to a party beyond that party's control.

II. SALE AND PURCHASE OF PROPERTY.

- A. City will cause the O'Rourke Building (situated on Lots 5, 6, and 7 of Block 15 and portion of Lot 8 upon which O'Rourke Building sits, if any) to be placed in a condominium regime pursuant to the Illinois Condominium Property Act, 765 ILCS 605/1 *et seq.*, generally comprised of nine (9) principal condominium units (with such separately designated sub-units as the Parties deem appropriate upon completion of Design Development Documents) as follows:

- i. Unit 1 – Hotel (comprised of lobby area on first floor and also all upper floors and a portion of the basement);
- ii. Unit 2 – Train station and public area on first floor;
- iii. Unit 3 – Commercial-retail space on first floor.
- iv. Unit 4 – Commercial-retail space on first floor.
- v. Unit 5 – Commercial-retail space on first floor.
- vi. Unit 6 – Commercial-retail space on first floor.
- vii. Unit 7 – Commercial-retail space on single story roof.
- viii. Unit 8 – Commercial-retail space on basement level.
- viii. Unit 9 – Commercial-retail space on basement level.

The condominium regime shall be in a form and substance mutually acceptable to City and Developer. City shall retain ownership of Unit 2.

- B. City will sell the Developer and Developer shall purchase the Private Project Property (condominium Units 1 and 3-9) as generally described on Exhibit “B” for One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) (the “Purchase Price”), payable in annual installments of \$86,667.00 with no interest. Installment payments are due within thirty days from Developer’s receipt of the annual property tax rebate referenced in Section IV.C. below. Annual payments shall be made by Developer until the total Purchase Price has been paid.

- i. Said purchase shall be pursuant to a standard Rock Island County form purchase agreement with all costs and expenses paid as is customary in an ordinary purchase and sale of commercial real estate in Rock Island County, Illinois. The Private Project Property shall be delivered to Developer from the City via a standard special warranty deed, free and clear of all liens and encumbrances except those covenants, conditions, and easements that may be contained in the condominium declaration and the terms and conditions of that Memorandum of Easement and Lease Purchase Agreement between High Rent, L.L.C. (Landlord) and Telecom Lease Advisors, LLC (TLA) dated March 1, 2010, filed April 26, 2010 as Document No. 2010-09815, and Easement Agreement between High Rent L.L.C. (Owner) and Telecom Lease Advisors, LLC (grantee) dated March 1, 2010, filed April 26, 2010 as Document No. 2010-09814, the Special Warranty Deed between Telecom Lease Advisors, LLC (Grantor) and Crown Castle Towers 06-2 (Grantee) dated April 27, 2010 filed May 25, 2010 as Document No. 2010-12434, the Assignment and Assumption of Easement and Lease Purchase Agreement between Telecom Lease Advisors, LLC (Assignor) and Crown Castle Towers 06-2, LLC (Assignee) dated April 30, 2010, filed May 25, 2010 as Document 2010-12435. Seller shall deliver and pay the costs of an owner’s title insurance policy for the Private Project Property purchase by Developer. The

Purchase Agreement for the Private Project Property is attached hereto and incorporated herein by reference as Exhibit "C".

- a. The purchase of the Private Project Property shall occur no later than April 1, 2014. Should construction commence prior to conveyance of the Private Project Property, Developer shall indemnify and hold City harmless from any and all claims arising out of the construction and use of the Private Project Property by Developer or any third party under Developer's direction or control. Should the conveyance occur prior to completion of the public improvements, City shall indemnify and hold Developer harmless from any and all claims arising out of the construction and use of the Private Project Property by City or any third party under City's direction or control.
- ii. Condominium Units 1 and 3-9 will be conveyed to the Developer in "as is" condition, though the City will give Developer the "No Further Remediation" letter ("NFR Letter") from the Illinois Environmental Protection Agency that the City has obtained as to ground contamination prior to Developer taking title to the Property. City shall also remove all lead paint and asbestos from the property, except from windows and window frames, and provide a qualified environmental engineer's certification of such removal to Developer. Although the Parties contemplate that the bulk of such remediation will be completed prior to Developer purchasing the property, it is understood that certain items, including, but not limited to, removal of lead paint and asbestos, may, according to agreement between City and Developer, be deferred and identified as items to be completed at City expense post-closing when necessary or appropriate to preserve project weather protection or to promote efficiency.
- iii. Developer shall allow for access by the City, or control in case of default, to the roof and exterior walls and any other part of the premises improved by TIGER or State funds as part of the Multi-Modal Station Project, as required by FTA or other pertinent State or Federal guidelines, regardless of whether these parts of the premises are considered to be part of condominium Units 1 or 3-9.
- iv. In the event that Developer fails to commence development or to develop the Private Project Property within the timelines set forth in this Agreement as extended by Unavoidable Delays or terminates this Agreement prior to the issuance of a Certificate of Occupancy, or in the event the Developer is found to be in default of this Agreement, based on at least sixty (60) days prior written notice of default and opportunity to cure from the City, with all applicable cure periods having expired subsequent to the conveyance of any of the parcels, then the Developer, at

the request of the City, shall convey title to the Private Project Property back to the City, upon written demand to do so by the City. Should the City exercise its right to reverter after construction mortgage and other liens are placed on the Private Project Property, the City must satisfy or mutually settle all liens on the Private Project Property before reverter can occur.

- C. Developer will have option to purchase remainder of site (Lot 8 of Block 15, vacated 13th Street right of way, and Lots 5, 6, and 7 of Block 16) for \$1. Option must be exercised by December 31, 2019, in writing to the City with a lease back to the City on any common areas used by the train station. Additionally, Developer shall grant any easements necessary for access and placement of utilities should it exercise its option.
- D. City will give right of first refusal to Developer for purchase of any adjoining property to Private Project Property that is owned by the City, under purchase contract by the City, or subject to a purchase option in favor of the City. Once notified of such property to which the right attaches, Developer must respond to City within 30 days of its intention to purchase said property and must close on the property within 90 days. If Developer fails to respond within 30 days, Developer's right to first refusal for that particular property shall be extinguished, and City may proceed with a sale of the property to a third party. If Developer exercises its right to purchase a property, it must make good faith efforts to close on the property within 90 days unless otherwise agreed to by the Parties. Any delay in the closing date caused solely by City shall toll the 90 day period. This right of first refusal shall expire on December 31, 2019.

III. CONDITIONS PRECEDENT TO CITY'S INCENTIVE PAYMENTS HEREUNDER.

- A. **Developer's Obligation to Obtain Debt and Equity Financing.** The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of Developer's discretion by not later than 120 days from execution of this Agreement. City will have no obligation to perform any action otherwise required herein until Developer provides the City with a letter demonstrating its ability to obtain equity financing and construction debt financing ("Comfort Letter") at the time of execution of this Agreement. The City will be obligated to perform its obligations hereunder for 120 days after execution of this Agreement upon receipt of the Comfort Letter. The City will not be obligated to perform any action required herein after the 120th day from execution of this Agreement unless Developer provides the City with evidence of its actual equity financing and construction debt financing commitment to

complete the entire Private Project within 120 days of execution of this Agreement.

IV. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth certain intentions, undertakings and contractual obligations and responsibilities of the City to Developer under this Agreement, subject to certain responsibilities of Developer as set forth in this Agreement (including, but not limited to, substantial compliance with the development timetable as extended by Unavoidable Delays set forth on Exhibit "G" attached hereto):

- A. Complete the Creation of a new TIF District. The Project Property is located within an already established and valid Tax Increment Financing Redevelopment Project Area, as defined under the Act, which is set to expire in 2021. The City of Moline has approved the creation of a new TIF District that will be completed by the time of execution of this Agreement. The City is creating the new TIF district to provide for financing of public parking for the Project as well as to provide financial assistance to Developer in the amount equal to the purchase price of Units 1 and 3-9 of the O'Rourke Building.
- B. Maximum TIF Payment. Aside from potential payments as provided in Section F below, the City's total payment to Developer paid from the net incremental real estate tax generated by the Redevelopment Project under this section shall not exceed One Million Three Hundred Thousand Dollars (\$1,300,000.00) ("Maximum TIF Payment") and shall not extend beyond December 31, 2036, which is the maximum length of the proposed TIF district.

The estimated total project cost for the Private Project is Eight Million Dollars (\$8,000,000.00).

- C. Property Tax Rebate. Subject to the qualifications and limitations contained in this Agreement and subject further to Developer paying the Guaranteed Minimum Property Tax Payment required herein when property taxes are due and payable, the City shall pay through its TIF Fund to Developer \$86,667 per year of the net incremental annual real estate taxes as long as at least \$86,667 in increment is generated and until the Maximum TIF Payment is reached. If, in the final year of payments, the balance owed to Developer is less than \$86,667.00, City shall pay only the amount necessary to reach the Maximum TIF Payment.

The net incremental annual real estate taxes shall be used by the Developer only for eligible redevelopment costs under the Act (65 ILCS 5/11-74.4-3) including the purchase of the Private Project Property of the O'Rourke Building, which is an eligible redevelopment cost

The base year for computation purposes of the net annual increment is agreed to be 2013, and the base Equalized Assessed Valuation (EAV) for the base year

2013 is \$0. The property tax rebate period will start with the first full year that the Private Property Project is assessed, which is estimated to be assessment year 2016 and payment year 2017. An illustrative example of the payments called for under this paragraph is shown in Exhibit "E" attached hereto and incorporated by reference herein. The payment shall be from the incremental property tax generated solely by the Private Project Property and paid to the City's TIF Account. The City shall remit the property tax rebate to the Developer within thirty (30) days after receipt of total annual payment into said City's TIF Account from Rock Island County or within thirty (30) days after receipt by City of the Guaranteed Minimum Property Tax Payment.

In the event that the net incremental real estate taxes generated are less than \$86,667 in any full year that the Private Project Property has been assessed, then 100% of net Incremental Real Estate Taxes generated by the Private Project will be paid to the Developer for the particular year in question, and the term of payments shall be extended as needed to reach the Maximum TIF Payment as long as said term is equal to or less than the life of the TIF district. The Parties agree that the figures shown in Exhibit "E" are for illustrative purposes, and the actual annual payments to be made in any given year may be more or less than the amount shown or may be \$0 depending upon the actual experience.

- D. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible costs (see Exhibit "H") incurred or incidental to the Private Project.
- E. Final Payment. Upon final payment to reach the Maximum TIF Payment or upon expiration of the TIF district, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- F. Rebate of Property Taxes In Excess Of Estimated Amount. The Parties acknowledge that there is risk to the Developer that the property taxes assessed to the Private Project Property may be above what the Parties have estimated due to the public investment to the Project overall. In order to protect Developer, City agrees to rebate certain excess property taxes, upon proof of TIF eligible expenses, to Developer as follows from the date of execution of the Development Agreement:
 - i. Years 1-5: City shall rebate any property taxes over \$165,000 annually on the Private Project Property (condominium Unit 1- hotel and Unit 3-9- first floor retail/commercial portion).
 - ii. Year 1 will be the first year that Units 1 and 3-9 are assessed for the entire year after a certificate of occupancy has been issued.

- G. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- H. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- I. TIF Amendments. The Parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.
- J. Enterprise Zone Benefits. City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. City will cooperate and assist Developer in its application for all Enterprise Zone benefits, if any, but City does not warrant or assure or guarantee that any such benefits will be available to Developer.
- K. Incentives to Other Hotels. City agrees not to provide economic incentives to any new limited service hotel within the downtown area as defined by 12th Street on the west to 38th Street on the east and from 7th Avenue on the south to the Mississippi River, for a period of five years from the date of execution of this Agreement. This paragraph does not apply to Enterprise Zone benefits that would be available to a new hotel Developer without any action by the City.
- L. Parking. City hereby grants to give Developer the right to use 80 parking spaces within a one-block radius of the hotel located in condominium Unit 1. Rent shall be at \$50 per space per month with a 2% annual increase for the first ten (10) years from the date the Certificate of Occupancy is issued for the hotel and at then applicable market rates thereafter, but in no case shall rent be less than \$50 per space. City agrees that these spaces shall be ready for use by December 1, 2014.
- M. Permit Fees. Developer will be exempt from paying permit fees for the Private Project but shall pay for plan review and follow all existing building codes in effect at the time of execution of this Agreement.
- N. Timelines for Train Service. The City agrees to aid and assist Developer in enforcing timelines for funding of the public improvements, implementing train service, and completing construction by MetroLINK as administrator of the TIGER II grant. The Parties understand and acknowledge that neither the City nor MetroLINK have control over the start dates for train service or timing of

receipt of the grant funds but that the City will work expeditiously to ensure these activities occur in a timely manner.

- O. Maintenance of Public Areas: The public areas of the property, being condominium Unit 2, are subject to an Intergovernmental Agreement between MetroLINK and the City whereby MetroLINK will operate such public areas. The City and Developer will enter into an agreement whereby City or its assigns will contract with Developer or its assigns to provide maintenance services for such public areas.

V. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. Upon the execution of this Agreement, the Developer shall complete the Private Project substantially in accordance with the plans and specifications for the Private Project, which plans and specifications must be approved by City prior to commencement of the Private Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Private Project, in accordance with all applicable rules, codes, regulations, ordinances and laws, including without limitation, the City's PMT/DBMT process and any Federal Transit Authority or other federal or state requirements that may apply to the Private Project. Further, Developer confirms that development, use of and construction on the Private Project Property, shall at all times comply with and be in accordance with this Agreement, Final Plat of Subdivision, Zoning Code, Subdivision Code and any special use granted in connection therewith, the Final Development Plan, the Landscape Plan, Elevations Plan, governing documents including any Homeowners or Condominium Association Documents, and all other requirements of law, it being understood that in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the City, as determined by the City Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

- B. Project Elements. Developer agrees to complete the following Project Elements:

- i. Developer will build an approximate 80-room extended stay hotel on floors 2-6 and new optional (at Developer's option) 7th floor of the O'Rourke Building using "Private Funds" (being defined as all sources of funding other than the existing federal TIGER II and State of Illinois Capital Assistance Funds grants). The hotel shall comprise Unit 1 and shall be built and finished in accordance with the Schematic Design Documents.
- ii. Developer will finish out the retail or commercial outlets on the 1st floor of O'Rourke Building, separate from common public space for passenger rail

service, using Private Funds. Developer will be solely responsible for leasing retail or commercial space and maintaining commercial or retail space. The retail or commercial outlets on the 1st Floor shall comprise Unit 5 and Unit 6 and shall be built and finished in accordance with the Schematic Design documents.

- iii. Developer will split “Net Revenue” (defined as revenue after recovery by Developer of all Private Funds expended by Developer for build-out of space improvements over vanilla shell amortized over the applicable lease terms, all operating expenses associated with the space, and a management fee of 5% of gross revenue) for the retail and/or commercial space on the first floor comprised of only Unit 5 and Unit 6 as follows: 75% to Developer and 25% to City. Revenue received by City will support operating and maintenance costs in common public space for passenger rail service.
- iv. At all times during construction of the Private Project, Developer shall keep all routes used for construction traffic to be free and clear of mud, dirt, debris, obstructions and hazards and shall repair any damage to public property caused by such construction traffic.
- v. Developer will employ “green” technology to the extent reasonably and economically feasible in the renovation of the O’Rourke Building.
- vi. Developer warrants that it will be able to substantially meet a project timeline with commencement of construction during **June 2014** and to substantially complete construction defined by the City issuing a Certificate of Occupancy for the Private Project by **March 2015**, all subject to extensions for Unavoidable Delays and following the completion of all public improvements.

C. Code Compliance and Environmental Certification: Developer agrees to comply with all applicable building codes that are in effect as of the date of execution of this Agreement. Developer certifies that the Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinance. Developer also certifies that no utilities located on or in the Project shall be connected to the water, stormwater and sewer utilities belonging to the City except in accordance with the applicable provisions of the City Code and upon payment of any connection fees required in the City Code.

D. Assessed Valuation and Payment of Property Taxes. Payment of property taxes for the Private Project Property shall be the responsibility of Developer, and in lieu of agreeing not to challenge or contest the equalized assessed valuation of the Private Project Property, Developer has agreed to pay a minimum amount of property taxes each year during the term of this Agreement for the hotel, which is condominium Unit 1, before any rebates are given. Developer and the City have

estimated the annual property taxes for the hotel to be at least One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00). In order to assure funding for responsibilities and covenants herein contained, Developer hereby covenants and agrees that it shall pay the City any deficiency in the annual property taxes in the event the annual property taxes for the hotel are less than One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) for Years 1-3 and One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in Years 4-10 (“Guaranteed Minimum Property Tax Payment”).

- i. Year 1 will be the first year that the hotel is assessed for the entire year after a certificate of occupancy has been issued. That is, Developer will not be required to make a Guaranteed Minimum Property Tax Payment in the year that the hotel is completed if the assessed value for that year does not encompass the entire year.

E. Private Project Property Not to Be Tax Exempt: Developer acknowledges that the City cannot provide TIF incentives unless certain conditions are met, including but not limited to, owners or tenants of the Project, other than public tenants or users, being ad valorem real estate tax generating and taxpaying entities. It is understood and agreed by Developer that private tenants of the Project and Developer will not seek property tax exemption status during the duration of TIF #1 or any new TIF created for the Project. Further, Developer agrees that during the life of the TIF, as it relates to the Private Project Property, as defined within this Agreement, or later to be included in the Project, Developer:

- i. shall exercise due diligence in determining if any person or entity attempting to lease or purchase is claiming tax exempt status;
- ii. shall incorporate into any and all future leases or sales agreements for or related to the Private Project Property the following clauses: for a lease, “Tenant agrees that during the term of this lease it shall not seek tax exempt status;” for a sales agreement, “Buyer agrees that at no time during the life of the TIF related to this property will it seek tax exempt status;”
- iii. shall not claim tax exempt status itself for any of the private areas of the Private Project Property, so long as it maintains ownership of the Private Project Property in the Project; and
- iv. shall pay all property taxes for the Private Project when due and payable and in lieu of agreeing not to challenge or contest the equalized assessed valuation of the Private Project Property, Developer has agreed to pay a minimum amount of property taxes each year during the term of this Agreement.

F. Developer To Meet Deadlines. Developer understands and agrees that the meeting of deadlines subject to Unavoidable Delays as set forth in Exhibit “G” is

necessary, in order to meet the terms of this Agreement and make City incentives possible. Developer understands a failure to substantially meet said deadlines is a material breach of this Agreement, unless an extension has been agreed to in writing by City.

- G. Developer Not to Sell Until Project Completion. Notwithstanding Article XIV, Developer agrees that until the Certificate of Occupancy for the Private Project is issued by the City, Developer, may not, without the City's consent (not to be unreasonably withheld): (i) enter into a merger, sale, transfer, conveyance, liquidation or consolidation that would have a materially adverse affect on the ability of the Developer to complete the Project; (ii) directly or indirectly sell or transfer (except for leases) all or substantially all of its assets; (iii) enter into any transaction outside the ordinary course of business that would materially and adversely affect the ability of the Developer to complete the Project; or (iv) assume or guarantee the obligations of any other person or entity that would materially and adversely affect the ability of Developer to complete the Project.

VI. OBLIGATIONS OF CITY AND DEVELOPER AS TO CONSTRUCTION.

The Parties understand and agree that the construction for this Project is complex given the private/public aspect. To delineate responsibilities, the Parties agree to the following overall guidelines for construction.

- A. MetroLINK and City will elicit bids, contract, and oversee construction of the public portions of the MMS, including the access ways on first floor, the waiting area for Amtrak passengers, the office area/IT space for Amtrak, the roof, the passenger rail platform, the skywalk across the train tracks, landscaping, streetscaping, public restrooms, parking and other public improvements as eligible under the TIGER and State grant funds and the core and shell of the entire O'Rourke Building.
- B. Developer will elicit bids, contract and oversee construction (as applicable) to finish commercial areas not included in public improvements undertaken by MetroLINK and City on the first (ground) floor of the O'Rourke Building using Private Funds.
- C. Developer will elicit bids, contract and oversee construction of the extended stay hotel to be built on floors 2-6 and new optional (at Developer's option) 7th floor of O'Rourke Building using Private Funds.
- D. Streetscaping will be undertaken using State and Federal grant funds.
- E. City will design and relocate water, sanitary sewer and storm sewer utilities in the vacated 13th Street right-of-way and/or in 4th Avenue to accommodate this proposed redevelopment of the MMS site, at no cost to Developer. City expects that approximately \$710,000 in state or federal money will be used for this utility

relocation, a final number to be agreed upon in the budget for the Project. All utility work will be done in conformance with FTA Buy America requirements and the Uniform Act.

- F. The Parties agree to construct the Project in accordance with the conceptual drawings attached hereto and incorporated herein by reference as Exhibit "H".
- G. The Parties agree to adhere to the construction schedule attached hereto and incorporated herein by reference as Exhibit "G" unless the Project is delayed by Unavoidable Delays. Should such Unavoidable Delays occur, the Parties agree to implement a revised schedule that is mutually agreeable to the Parties.
- H. A special use permit shall be applied for by the Developer and City in order to develop the Project Property as it is greater than 50,000 square feet. City makes no representation as to whether the permit will be granted, but City agrees that City staff will recommend approval of the special use to Plan Commission as long as the application meets all requirements.
- I. City will provide on-street parking along the north and south right-of-way of 4th Avenue, subject to approval by the Illinois Department of Transportation.
- J. The Parties shall work in good faith and cooperatively to mutually agree to the final construction budget with the agreement that only eligible costs will be allocated TIGER II and State grant monies.
- K. City and Developer shall participate in the Design Build Management Team ("DBMT") process through Renew Moline. Parties shall also participate in weekly contractor/architect meetings prior to and during construction. Any design conflicts between or among the architects or contractors shall be resolved through the DBMT process.
 - i. A MMS Centre Design/Build Management Team ("MMSDBMT") has been organized to bring together local public and private interests to facilitate and oversee the development of the Project, including the Public Project, the Private Project and Public Improvements. The MMSDBMT shall consist of representatives of the following entities: City; Renew Moline; MetroLINK; and Developer; and others deemed necessary as listed on Exhibit "F". Representatives may be employees of or contractors to each entity. Each entity may replace its representative at any time, although all entities will use their best efforts to maintain consistency of representation on the MMSDBMT throughout the duration of this Agreement.
 - ii. DESIGN DEVELOPMENT DOCUMENTS: The Schematic Design Documents, attached hereto and incorporated herein by reference as Exhibit "B", represent the agreed-upon intended development and shall

serve as the baseline for the Design Development Documents. Upon the execution of this Agreement, and until the approval or comment by the MMSDBMT of the Design Development Documents, Developer will keep the MMSDBMT advised of proposed changes from the Schematic Design Documents. The MMSDBMT may also propose changes to the Schematic Design Documents. None of the parties may invoke a change from the Schematic Design Documents over the objection of another party. At a minimum, every seven (7) days until the MMSDBMT gives its final comments or approval with respect to the final Design Development Documents, Developer shall report to the MMSDBMT any proposed changes from the Schematic Design Documents developed by it and, if the MMSDBMT so requests in writing to the Developer, it shall supply to the MMSDBMT the design documents in process that relate to the proposed changes from the Schematic Design Documents. The MMSDBMT may at any time review design documents in process at Developer's place of business, and Developer will cooperate in any such reviews. The MMSDBMT agrees to advise the Developer, in writing, of any formal objections to the design documents in process, so as to facilitate a more efficient and effective completion of the Design Development Documents.

a. Developer, as the designing party, will provide to the MMSDBMT the proposed final Design Development Documents for the Private Project for review and comment on the final Project Design Development Documents by the MMSDBMT, as consistent with the Schematic Design Documents and any mutually approved changes thereto. In order to provide sufficient time to coordinate meeting schedules with all MMSDBMT members and other interested parties, Developer shall provide a seven (7) work day advance notice to the MMSDBMT of its intent to submit final Design Development Documents to the MMSDBMT.

b. The MMSDBMT shall review the proposed final Design Development Documents so submitted for conformance to the Schematic Design Documents within seven (7) work days of the date on which such materials are submitted by Developer. If the MMSDBMT finds the proposed Design Development Documents submitted are in conformance with the approved Schematic Design Documents and this Agreement and that all changes from the Schematic Design Documents have been completed, the MMSDBMT shall cause one copy of them to be executed by its appropriate official so indicating and to be returned to Developer within such period. A second set shall be maintained on file with the MMSDBMT.

c. If the MMSDBMT finds that the materials submitted as to the Private Project are not in conformance with the Schematic Design Documents, and thus declines to approve them, it shall provide to

Developer within such seven (7) work day period a signed letter indicating with reasonable specificity the areas in which the MMSDBMT believes there is nonconformance and shall also indicate such adjustments the MMSDBMT believes are necessary to make them conform to the Schematic Design Documents. Developer may then submit such revisions to the proposed Design Development Documents as it deems necessary to address the objections of the MMSDBMT (in which case the MMSDBMT must respond within seven (7) work days after receipt of such revisions in the manner indicated above). This process and requirements of timing shall continue until the Design Development Documents conform to the Schematic Design Documents and any mutually approved amendments thereto, except that after the initial submittal, Developer shall not be required to provide advance notice of additional submittals. Failure to prepare and submit Design Development Documents that conform to the Schematic Design Documents and any mutually approved amendments thereto shall be a default of this Agreement, provided that the MMSDBMT shall not unreasonably withhold its approval of Design Development Documents that substantially conform to the Schematic Design Documents. If the MMSDBMT fails to respond within any of the aforesaid seven (7) day periods, the proposed Design Development Documents so submitted shall be deemed approved and the MMSDBMT shall, upon request, execute a certificate of approval, but failure to receive the certificate shall not preclude a designing party from commencing preparation of the Construction Documents. Prior to action by the MMSDBMT on the Design Development Documents or changes to the Schematic Design Documents, some or all of the members of the MMSDBMT may review the plans and documents submitted by Developer with other area property owners and other interested parties and seek their comments, concerns and suggestions.

- iii. CONSTRUCTION DOCUMENTS: The Design Development Documents shall serve as the baseline for the Construction Documents. From the completion of the Design Development Documents until the completion of the final Construction Documents, Developer will keep the MMSDBMT advised of all material changes from the Design Development Documents. The MMSDBMT may also propose changes from the Design Development Documents. The MMSDBMT may, at any time and at its own expense, review and copy the Construction Documents in process at the designing party's place of business and that designing party will cooperate in any such reviews. Prior to making application for a building permit or undertaking any construction of the Private Project, Developer will provide to the MMSDBMT the proposed final Construction Documents. The MMSDBMT shall review the proposed final Construction Documents so submitted for conformance to the Design Development Documents following the same procedures and time frames

prescribed above for the review and approval of the Design Development Documents.

iv. **CONSTRUCTION PROCEDURES:** The MMSDBMT shall have the ongoing right, at its expense, to inspect the Private Project during construction for compliance with the Construction Documents, and all shall cooperate with such inspection.

a. Developer will substantially comply with the respective safety programs of the MMSDBMT participants and uniformly implement such programs with regard to the Private Project.

b. During the course of construction, Developer will grant to the City and any public utility company, as may be appropriate, the right to enter the Private Project site at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within and upon the Private Project site. The parties, in coming upon the Private Project site, will not unreasonably interfere with the progress of construction as a result of such inspection. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

VII. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of TIF Eligible Redevelopment Project Costs pursuant to Section 5/11-74.4-3 (q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by City. The City further represents to Developer that it has fully complied with and satisfied the requirements of the TIF Act pertaining to the establishment of the TIF District referenced herein and in entering into this Agreement. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of City pursuant to its legal power and authority to do so. When executed and delivered by the City to Developer, all such agreements shall constitute a legal, valid, and binding obligation of City, enforceable in accordance with the terms of all such agreements.

VIII. WARRANTIES OF THE DEVELOPER.

A. Developer represents and warrants to City that Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

- B. Developer represents and warrants to City that this Agreement has been duly authorized, executed, and delivered by Developer, and will be enforceable against Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.
- C. Developer represents and warrants to City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which Developer may be a party or to which Developer may be subject, or any applicable federal or state law or municipal ordinance.

IX. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (“ADA”).

The Parties agree to meet all ADA accessibility requirements for the Project. Developer shall be responsible for ADA compliance for the Private Project and the City shall be responsible for ADA compliance for the Public Project. Notwithstanding the foregoing, City shall be responsible for provision of the elevator which will provide access to all floors of the Project.

X. COMPLIANCE WITH STATE HISTORIC PRESERVATION OFFICE (“SHPO”).

The Parties agree to meet all of the requirements of the State Historic Preservation Office. Developer shall be responsible for SHPO compliance for the Private Project and the City shall be responsible for SHPO compliance for the Public Project.

XI. FEDERAL TRANSIT AUTHORITY (“FTA”) APPROVAL.

The Parties acknowledge and agree that this Agreement is subject to FTA review and approval. Rejection of this Agreement by the FTA renders this Agreement null and void unless amended by the agreement of the Parties to FTA’s satisfaction. Parties agree to negotiate in good faith to amend this Agreement in the event that it does not meet FTA approval. Should FTA fail to approve this Agreement within 90 days of submittal, either party may declare the Agreement null and void. In the event that public monies are not allocated or approved for Project wide improvements as budgeted herein, the Parties agree to negotiate alternative public funding sources for such improvements.

XII. INDEMNIFICATION.

- A. Developer shall indemnify and hold harmless City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney’s fees) which may arise directly or indirectly:
 - i. from the failure of Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or

employee thereof is hired by Developer) to timely pay any contractor, subcontractor, laborer or material man; and

- ii. from any default or breach of the terms of this Agreement by Developer; and
- iii. from any claim arising out of Developer's work and areas of responsibility on the Project during the construction period; and
- iv. from any negligence or reckless or willful or wanton misconduct of Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by Developer); and
- v. from any claims arising from or related to condominium Units 1 and 3 after the Project is completed.

Developer shall, at Developer's sole cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials or employees in any such action, Developer shall, at Developer's sole expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of City or any of its officers, agents, employees or contractors.

- B. City shall indemnify and hold harmless Developer, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly:
- i. from the failure of City or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by City) to timely pay any contractor, subcontractor, laborer or material man; and
 - ii. from any default or breach of the terms of this Agreement by City; and
 - iii. from any claim arising out of City's work and areas of responsibility on the Project during the construction period; and
 - iv. from any negligence or reckless or willful or wanton misconduct of City or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by City); and
 - v. from any claims arising from or related to condominium Unit 2 after the Project is completed.

City shall, at City's sole cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against Developer, its agents, officers, officials or employees in any such action, City shall, at City's sole expense, satisfy and discharge the same. This paragraph shall not apply, and City shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of Developer or any of its officers, agents, employees or contractors.

- C. Developer or its assigns shall indemnify and hold City harmless from any and all claims and liabilities arising out of Developer's or assigns' plan and implementation of plan to obtain Historic Tax Credits for the rehabilitation work to the O'Rourke Building. City agrees to cooperate with and support, to a reasonable extent, Developer's seeking Historic Tax Credits for the project.

XIII. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between Developer and City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the Parties hereto or a memorandum thereof and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof may be recorded and may be modified only by written amendment signed by Developer and City.

XIV. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of Developer to affiliated entities. Other assignments may be made only with the prior written consent of City (which consent shall not unreasonably be withheld). If a request for consent is not denied in writing on or before thirty days (30) after written request, such consent shall be deemed given.

XV. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

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

XVI. DEFAULT.

The following shall be considered a "Default" under this Agreement and subject to the notice requirements and remedies set forth in Section XVII. of this Agreement:

- A. A material breach of this Agreement by either City or Developer.
- B. A material breach of any term or condition of the purchase agreement for the purchase and sale of the Private Project Property by either City or Developer.

- C. The Developer ceases to be permitted to do business in good standing in Illinois by the Secretary of State or other regulatory agency of the Illinois government for a period of ninety (90) days or more.

XVII. NOTICE OF DEFAULT AND REMEDIES UPON DEFAULT.

- A. If, in City's reasonable judgment, Developer is in material Default of this Agreement, City shall provide Developer with a written statement indicating in adequate detail any failure on Developer's part to fulfill its obligations under this Agreement. Except and only as required to protect against further damages, City may not exercise any remedies against Developer in connection with such Default until thirty (30) days after giving such written notice. If such Default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as Developer diligently proceeds with such cure. If such Default is substantially cured within such extended period, the Default shall not be deemed to constitute a breach of this Agreement. A Default not substantially cured as provided above shall constitute a breach of this Agreement. Any failure or delay by City in asserting any of its rights or remedies as to any Default or alleged Default or breach shall not operate as a waiver of any such Default or breach or of any rights or remedies it may have as a result of such Default or breach.
- B. If Developer materially fails to fulfill its obligations under this Agreement (including without limitation any incorporated agreements) after notice is given by City and any cure periods described in Paragraph A above have expired, City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Developer insolvent or unable to pay Developer's debts, or Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Developer or for the major part of the Developer's property, City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by City, to forthwith terminate this Agreement. To effect City's termination of this Agreement under this Section XVII.B., City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XVII.B., in which event this Agreement by virtue of the recording of such certificate, shall become null and void and of no further force and effect.

- C. If, in Developer's reasonable judgment, City is in material Default of this Agreement, the Developer shall provide City with a written statement indicating in adequate detail any failure on City's part to fulfill its obligations under this Agreement. Except and only as required to protect against further damages, Developer may not exercise any remedies against City in connection with such failure until thirty (30) days after giving such written notice. If such Default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as City diligently proceeds with such cure. If such Default is substantially cured within such extended period, the Default shall not be deemed to constitute a breach of this Agreement. A Default not substantially cured as provided above shall constitute a breach of this Agreement. Any failure or delay by Developer in asserting any right or remedy as to any Default or any alleged Default or breach shall not operate as a waiver of any such Default or breach or of any rights or remedies it may have as a result of such Default or breach.
- D. If City materially fails to fulfill its obligations under this Agreement (including without limitation any incorporated agreements) after notice is given by Developer and any cure periods described in Paragraph C above have expired, Developer may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against City, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or City makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for City or for the major part of the City's property, Developer may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by Developer, to forthwith terminate this Agreement. To effect Developer's termination of this Agreement under this Section XVII.D., Developer's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default stating that this Agreement is terminated pursuant to the provisions of this Section XVII.D., in which event this Agreement by virtue of the recording of such certificate, shall become null and void and of no further force and effect.
- E. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any Default, or to obtain any other remedy or seek any type of damages, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing

party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

- F. The rights and remedies of the Parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.
- G. Any and all remedies available to the City and Developer under the purchase agreement for the purchase and sale of the Private Project Property, shall be available and enforceable at the election of City or Developer herein, and this Agreement shall not limit but only expand said remedies available to City and Developer under such agreement.

XVIII. NON-DISCRIMINATION.

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

XIX. NOTICES.

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

If to Developer:

Moline Promenade Investors LLC
Attn: Mahesh Amin, Member
1415 River Drive
Moline, IL 61265

With a copy to:

Lane & Waterman LLP
Attn: Terry M. Giebelstein, Esq.
220 N. Main Street, Suite 600
Davenport, IA 52801

If to the City:

City of Moline
619 16th Street
Moline, IL 61265
Attn: City Administrator and City Clerk

With a copy to:

City of Moline
619 16th Street
Moline, IL 61265
Attn.: City Attorney and Planning
and Economic Development Director

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

XX. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

XXI. HEADINGS.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

XXII. APPLICABLE LAW.

This Agreement, and each of its subparts and incorporated items thereto, shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.

XXIII. SEVERABILITY; RULE AGAINST PERPETUITY.

Should any part of this Agreement be determined to be illegal, invalid, or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect, fully binding both Parties, their respective heirs and assigns, as to such remaining terms. Further, if any provision of this Agreement or the application thereof would otherwise be unlawful, void, or voidable by reason of any applicable rule against perpetuities, then such provision or application shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of Barack Obama.

XXIV. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

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

XXV. ASSURANCE OF FURTHER ACTION.

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

The Parties further agree to good faith cooperation in executing the Project pursuant to this Agreement.

XXVI. DISCLAIMER OF THIRD PARTY BENEFITS.

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

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

THE CITY OF MOLINE, ILLINOIS

DATED: _____

Scott Raes, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

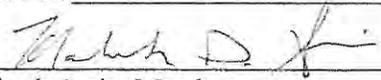
Approved as to form:



Maureen E. Riggs, City Attorney

MOLINE PROMENADE INVESTORS LLC

DATED: 10-29-13



Mahesh Amin, Member

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

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY A. KORANDA** to me personally known, who, being by me duly sworn, did say that they are the **Mayor** and **City Clerk**, respectively, of the **City of Moline**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN MATEO)

On this 29TH day of OCT., 2013, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Mahesh Amin**, to me personally known, who being by me duly sworn (or affirmed) did say that he is a **Member** of **Moline Promenade Investors LLC**, an Illinois limited liability company, and that said instrument was signed on behalf of the company by said **Mahesh Amin** as **Member** of said company. **Mahesh Amin** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)

Sushil Kalra
NOTARY PUBLIC



EXHIBIT "A"

LEGAL DESCRIPTION

Project Property (Entire Property)

Parcel I

Lots Five (5), Six (6) and Seven (7) in Block Fifteen (15) in that part of the City of Moline known as and called "Old or Original Town," excepting so much thereof as is owned and occupied by the Rock Island & Pacific Railway Co., situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

And

Easterly 0.50 inches of the 12th Street right-of-way along Lot 5 in Block 15 in that part of the City of Moline known as and called "Old or Original Town," South of the railroad; situated in the County of Rock Island and State of Illinois.

Parcel II

Lot Eight (8) in Block Fifteen (15) in that part of the City of Moline known as and called "Old or Original Town," excepting so much thereof as is owned and occupied by the Chicago, Rock Island and Pacific Railway Company, situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

And

Part of the 13th Street right-of-way, North of Fourth Avenue, South of the Chicago, Rock Island and Pacific Railway Company right-of-way and between Blocks 15 and 16 in that part of the City of Moline known as and called "Old or Original Town," situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; commonly described as right-of-way in the 300 Block of 13th Street, situated in the County of Rock Island and State of Illinois

Parcel III

A tract of land located in the City of Moline, County of Rock Island and State of Illinois, described as follows: All that part of Lots Five (5), Six (6), Seven (7), and Eight (8) in Block Sixteen (16) in that part of the Town (now City) of Moline, known as the "Old or Original Town," lying southerly of a line fifteen (15) feet southerly from, as measured at right angles to, and parallel to, the center line of Chicago, Rock Island and Pacific Railroad Company's eastbound main track, situated in the County of Rock Island and State of Illinois.

EXHIBIT "B"

SCHEMATIC DESIGN DOCUMENTS

**As set forth in the attached Developer Agreement dated October 16, 2013,
prepared by doorthirteen**

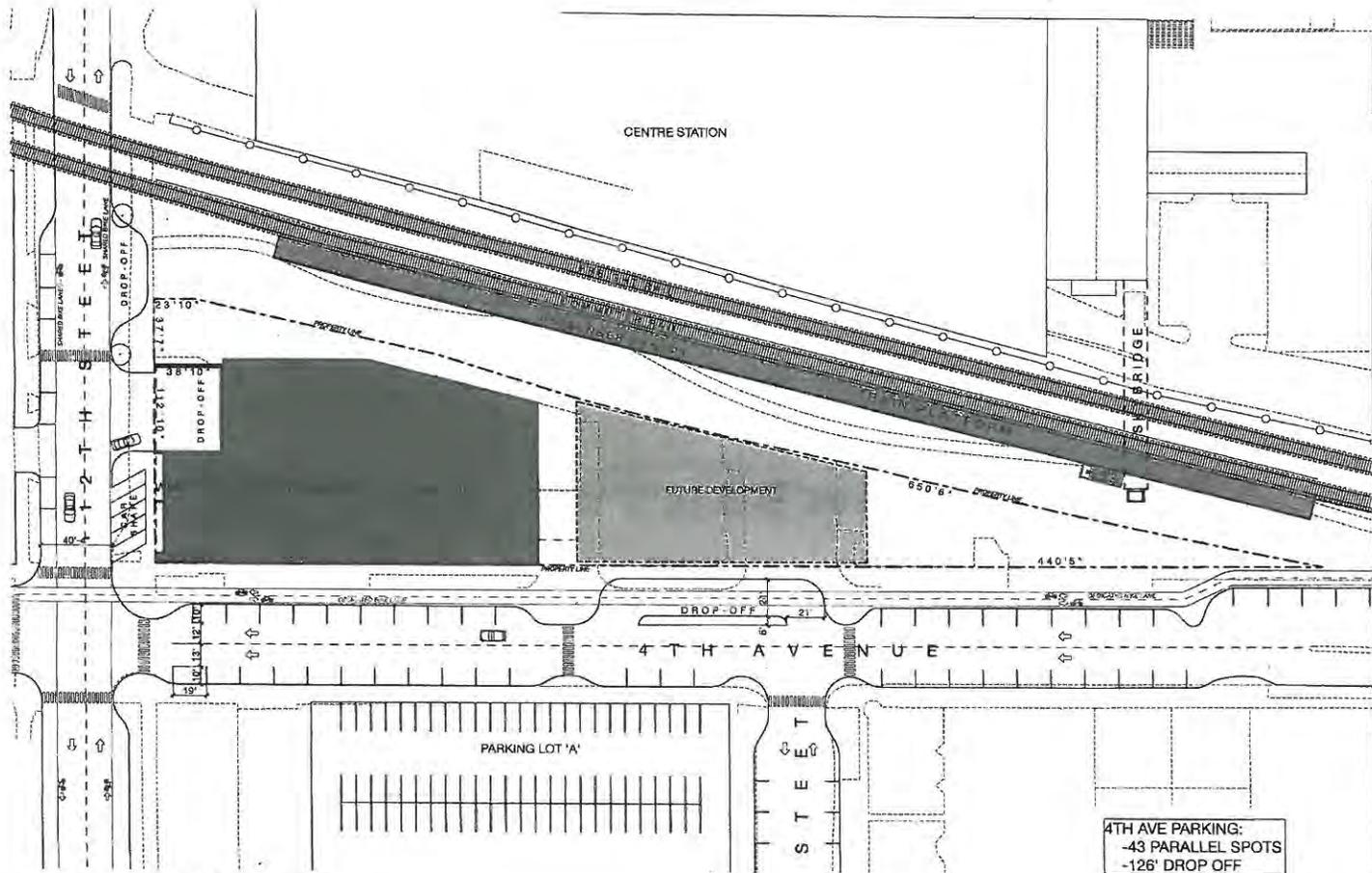
EXHIBIT "B"

DEVELOPER AGREEMENT
OCTOBER, 16th 2013



doorthirteen
architects construction designbuild

2128 N DAMEN AVE CHICAGO ILLINOIS 60647
T 773 252 4888 doorthirteen.com F 773 252 4844



SITE PLAN - SCHEME B

SCALE: 1" = 50'

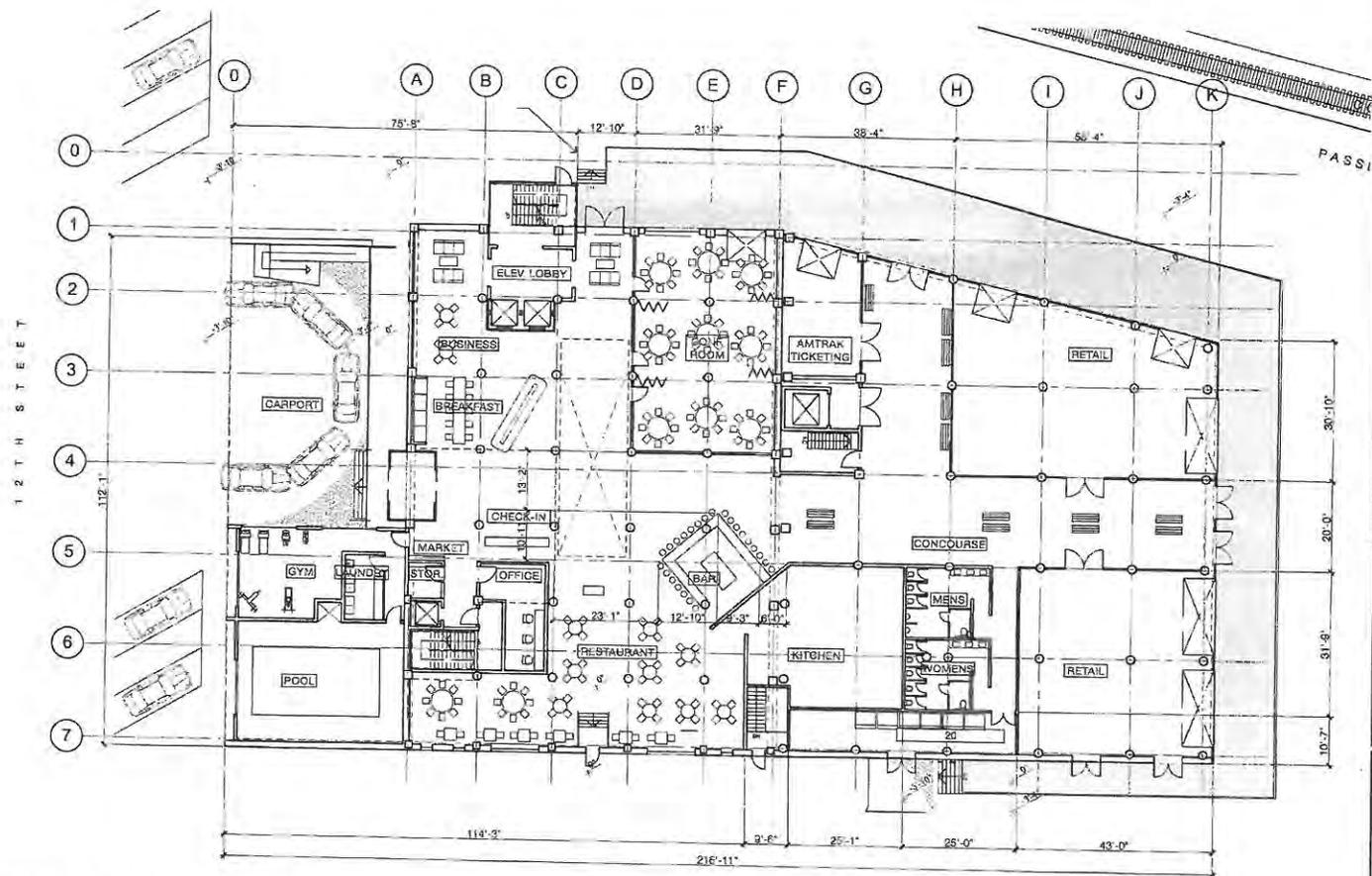
4TH AVE PARKING:
 -43 PARALLEL SPOTS
 -126' DROP OFF



01

Project MIDLINE STATION HOTEL
Date 10/16/13

door thirteen
architects construction designbuild
3152 OHARA AVE | CHICAGO ILLINOIS 60647
T 773 233 4652 | INFO@DOOR13.COM



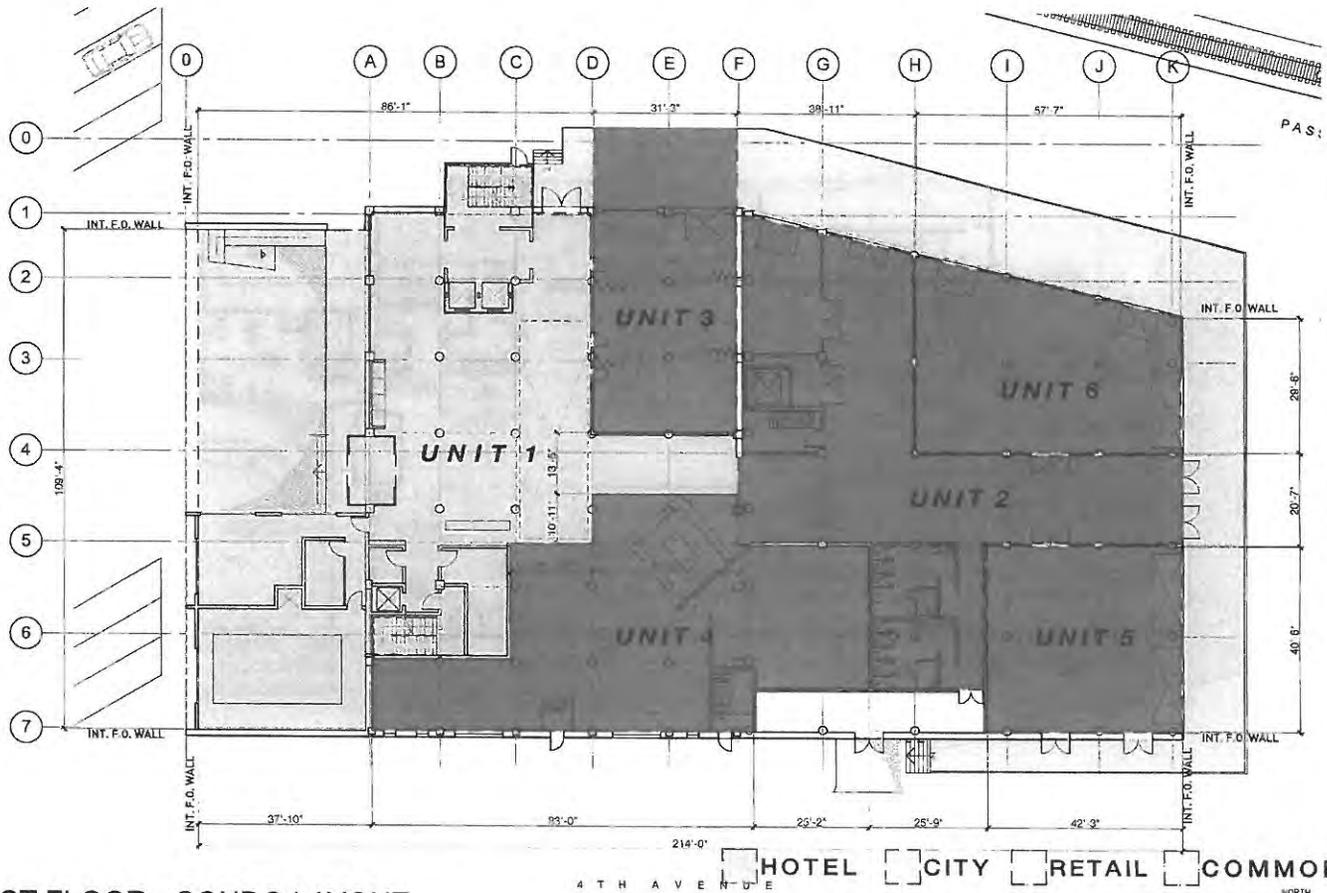
FIRST FLOOR - CONCEPT
 SCALE: 1" = 20'

02



MOLINE STATION HOTEL
 10/16/13

door thirteen
 ARCHITECTS CONSTRUCTION DESIGN/BUILD
 2124 DUNBAR AVE | CHICAGO ILLINOIS 60647
 T 773 532 4822 | INFO@DOORTHIRTEEN.COM



FIRST FLOOR - CONDO LAYOUT
 SCALE: 1" = 20'

03



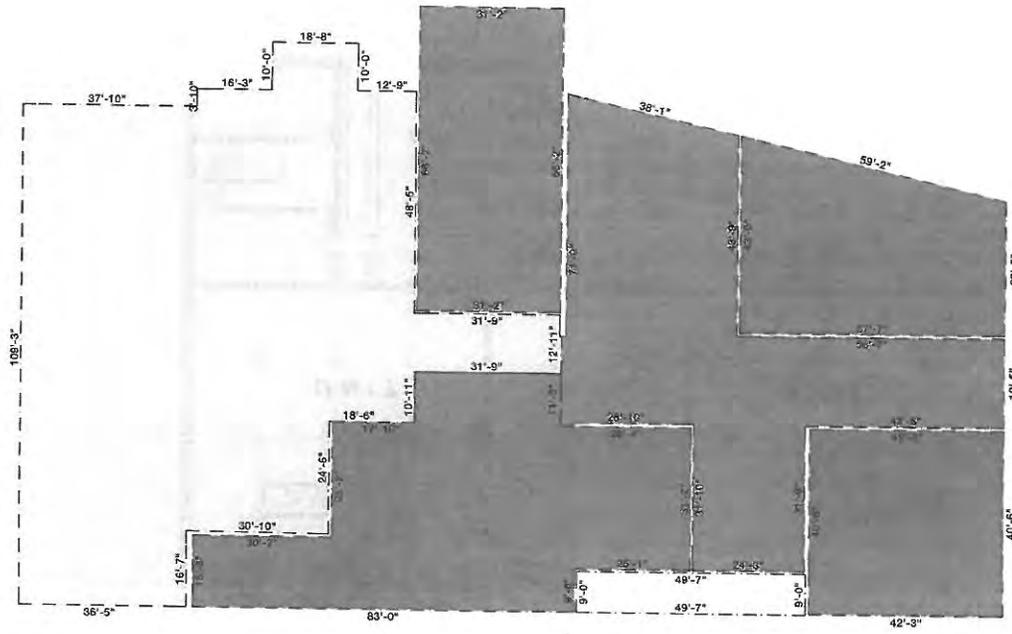
MO LINE STATION HOTEL

10/16/13

door thirteen
 architects construction designbuild
 214 3RD AVE | DECAORCHITECTURE.COM

4TH AVENUE HOTEL CITY RETAIL COMMON





FIRST FLOOR - CONDO DIMENSIONS
SCALE: 1" = 20'

HOTEL
 CITY
 RETAIL
 COMMON



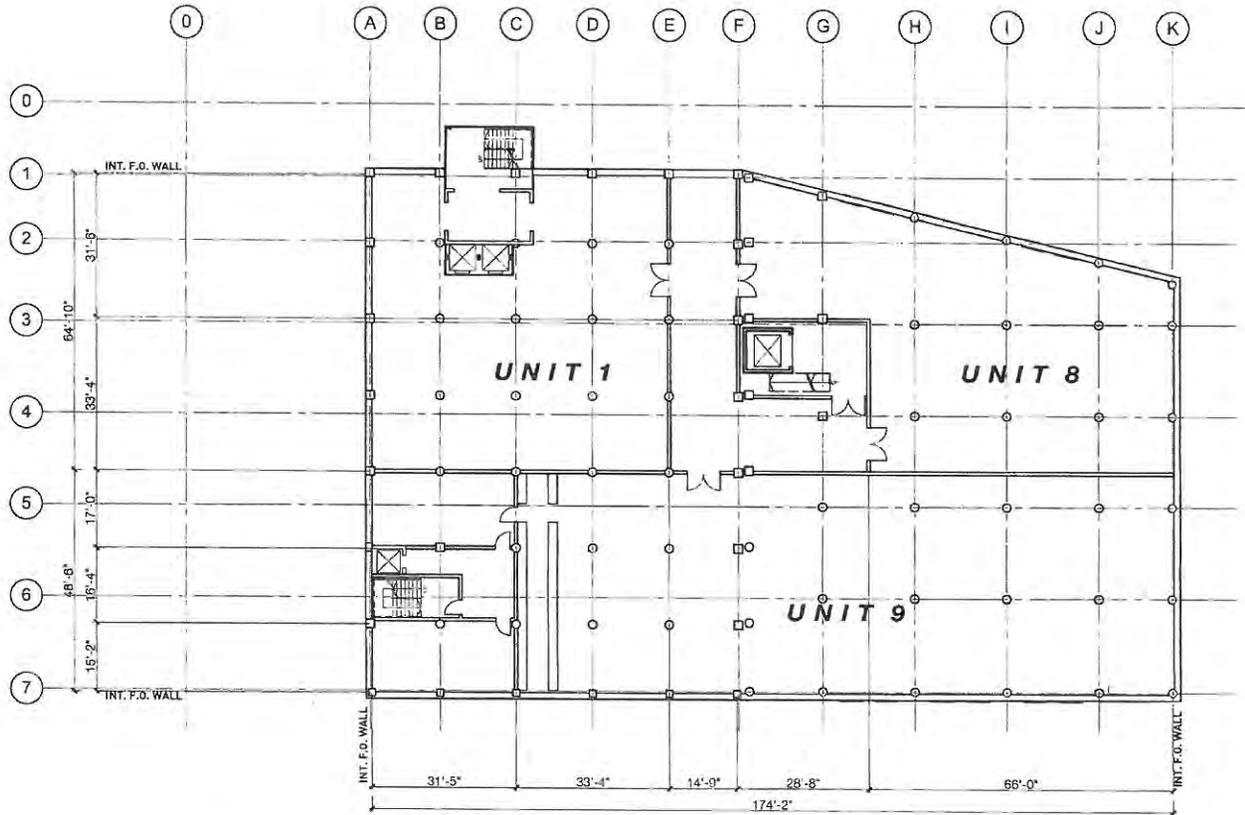
04



MOJAVE STATION HOTEL

10/16/13

door thirteen
 architects construction design/build
 2100 MARKET AVENUE | CHICAGO, ILLINOIS 60647
 T 312.344.4366 | INFO@DOOR13TH.COM



BASEMENT - CONCEPT
 SCALE: 1" = 20'

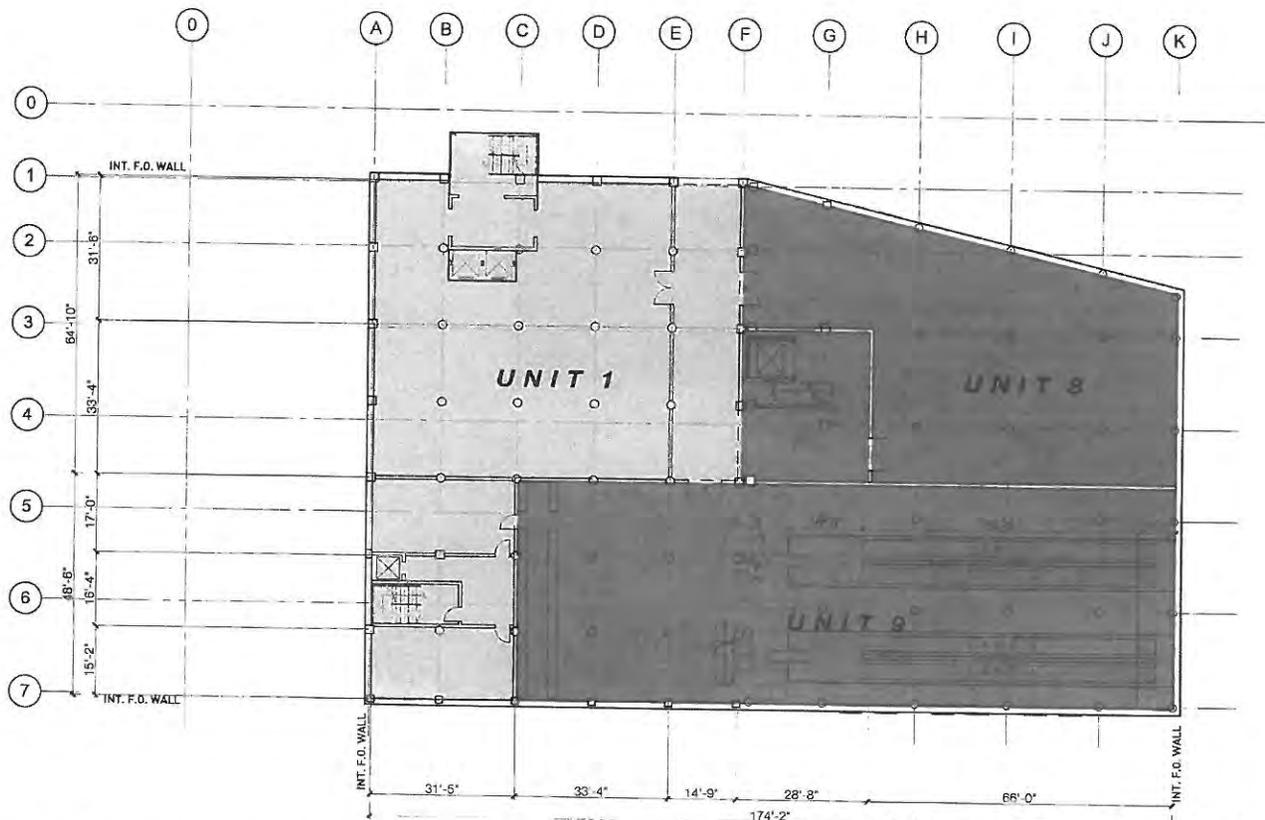
05

MOLINE STATION HOTEL

10/16/13

door thirteen

architects construction design/build
 217.331.4411 | info@doorthirteen.com



BASEMENT - CONDO LAYOUT
 SCALE: 1" = 20'

174'-2"
 HOTEL CITY RETAIL COMMON



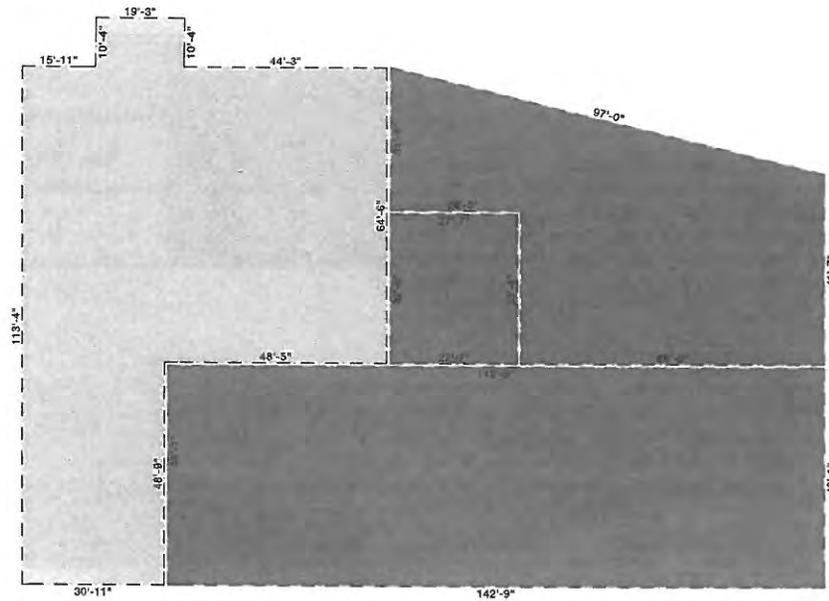
06



MOLINE STATION HOTEL
 10/16/13

door thirteen
 architects + construction
 870 N. MAIN AVE | CHICAGO, ILLINOIS 60642
 312.516.1033 | INFO@DOORTHIRTEEN.COM

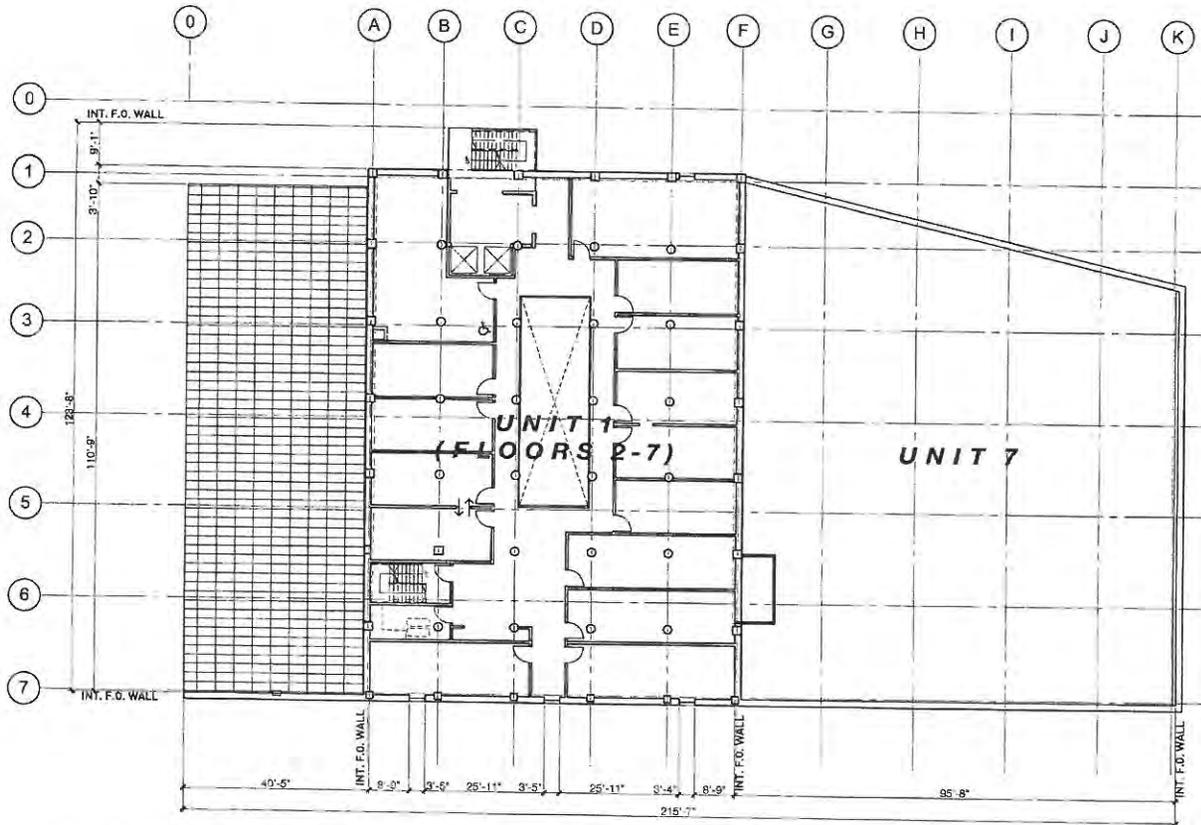
BASEMENT - CONDO DIMENSIONS
 SCALE: 1" = 20'



HOTEL
 CITY
 RETAIL
 COMMON



| | | |
|---|----------------------------------|----|
| door thirteen architects construction designbuild 1117 W. 14th St. Chicago, IL 60607 312.467.1313 www.door13.com | Moline Station Hotel 10/16/13 | 07 |
|---|----------------------------------|----|



UPPER FLOORS - CONDO LAYOUT
 SCALE: 1" = 20'

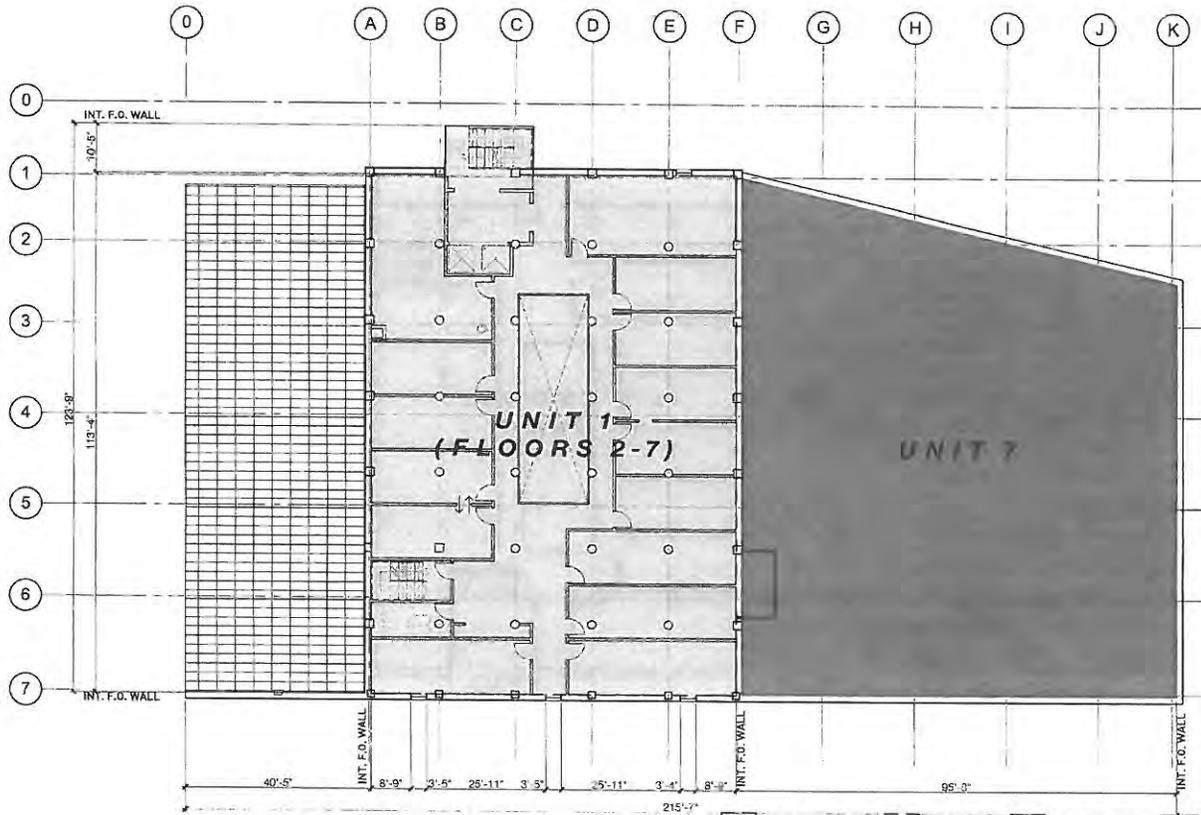


08

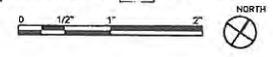


MOLINE STATION HOTEL
 10/16/13

doorthirteen
 architects construction design/build
 3171 3117-035 | INFO@DOORTHIRTEEN.COM



UPPER FLOORS - CONDO LAYOUT
 SCALE: 1" = 20'



09



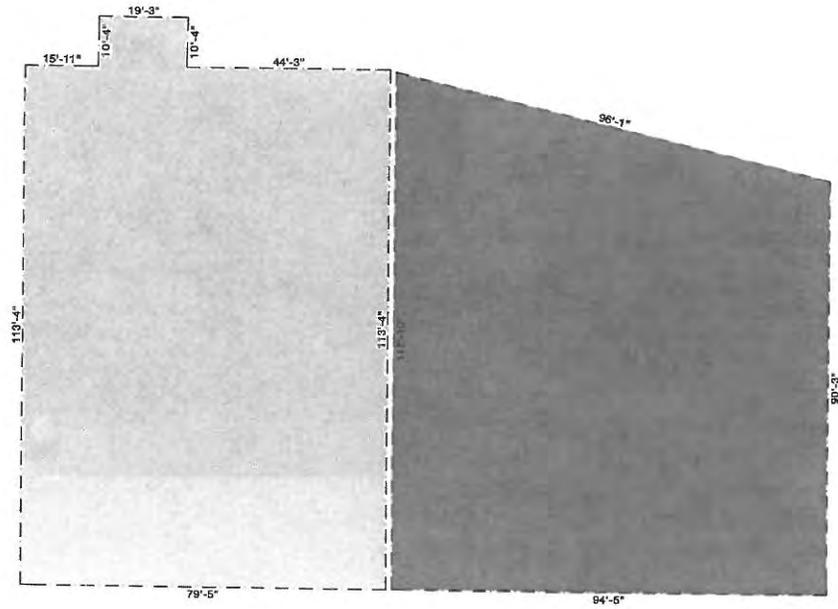
MOLINE STATION HOTEL

10/18/13

doorthirteen
 architects construction designbuild
 211 S. 3RD ST. | INDEPENDENCE, MO 64601
 816.338.1111 | INFO@DOORTHIRTEEN.COM

UPPER FLOORS - CONDO DIMENSIONS

SCALE: 1" = 20'



 HOTEL
 CITY
 RETAIL
 COMMON



V.10

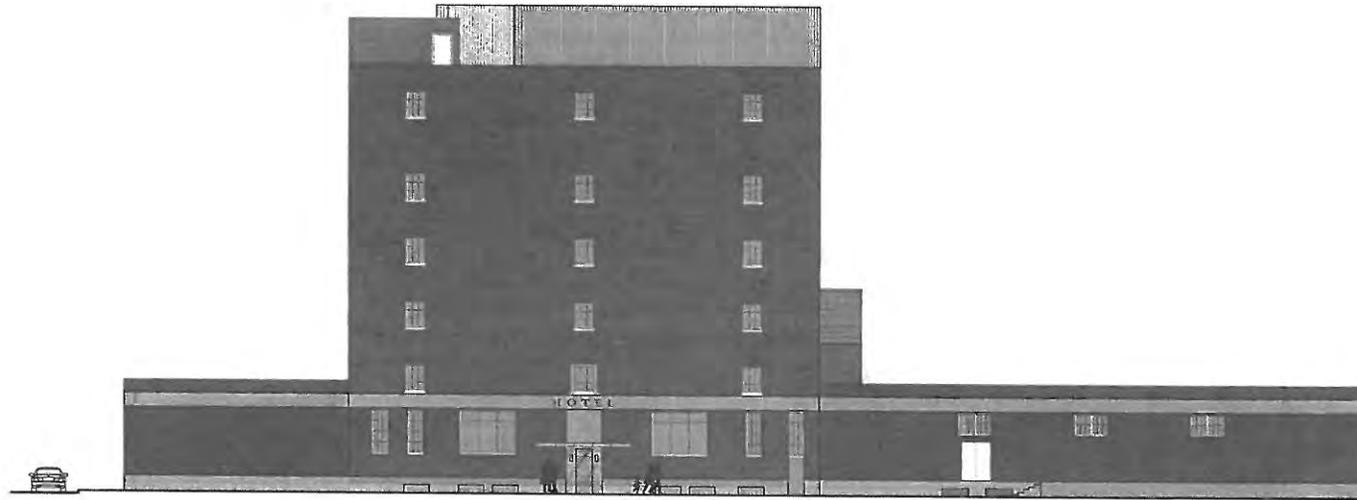
10

MOLINE STATION HOTEL

DATE: 10/16/13

doorthirteen

architects construction design/build
 210 N. STATE ST. | CHICAGO, ILLINOIS, 60601
 PH: 312.467.1313 | WWW.DOORTHIRTEEN.COM



SOUTH ELEVATION
 SCALE: 1/16" = 1'-0"

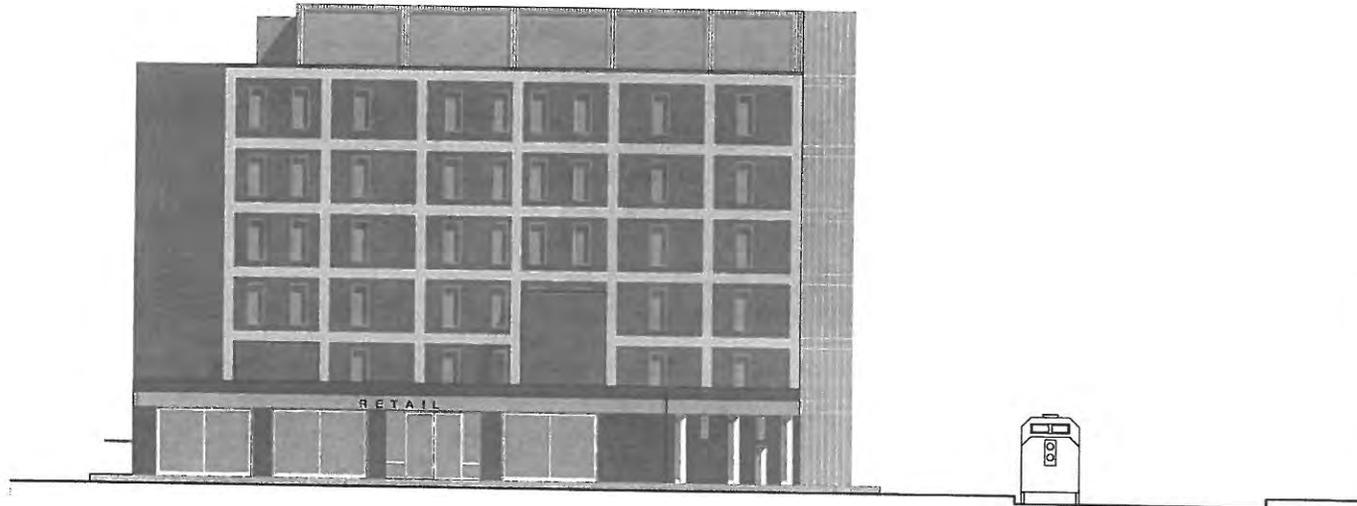


11



MOLINE STATION HOTEL
 10/16/13

door thirteen
 architects construction design/build
 3152 N. LAUREL AVE | CHICAGO, ILLINOIS 60647
 T 773.512.1100 | INFO@DOOR13.COM



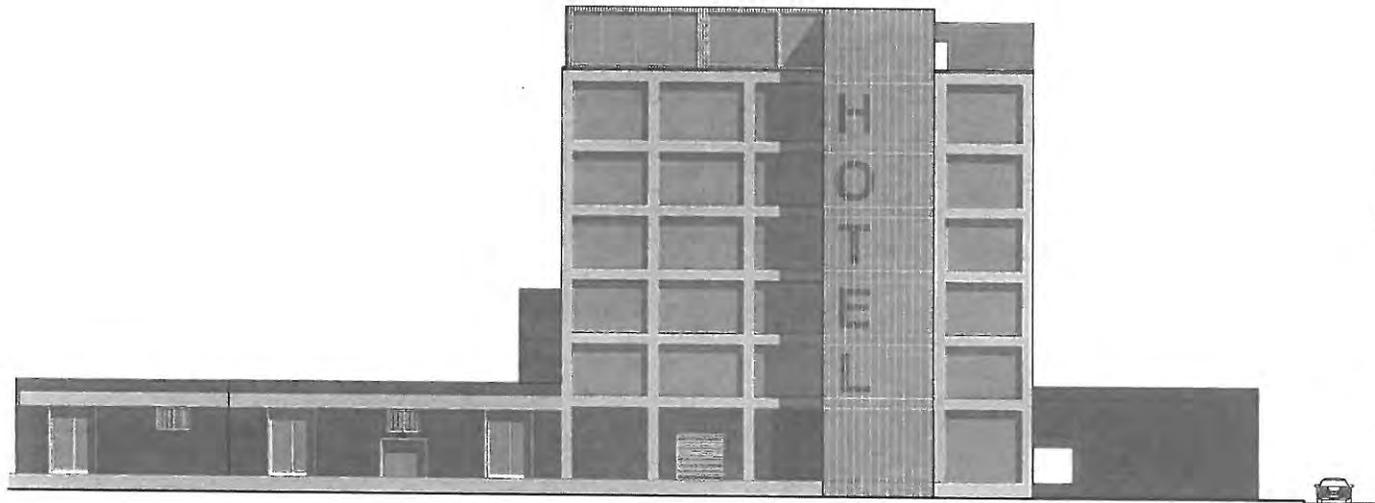
EAST ELEVATION
SCALE: 1/16" = 1'-0"



12

MOLINE STATION HOTEL
10/16/13

door thirteen
architects construction designbuild
1173 2ND ST. | 314.992.1111 | INFO@DOOR13.COM



NORTH ELEVATION
SCALE: 1/16" = 1'-0"

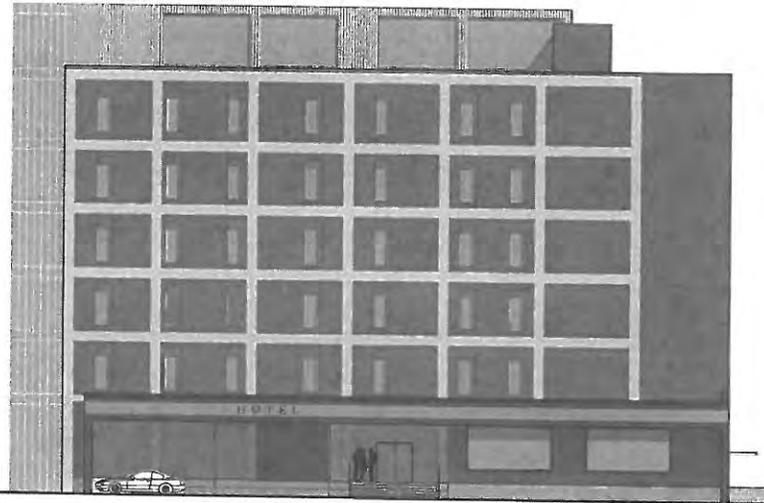


13

MOLINE STATION HOTEL
10/16/13

door thirteen
ARCHITECTS
1000 N. LAUREL ST. SUITE 100
CHICAGO, ILLINOIS 60610
P 773.332.4888 | INFO@DOORTHIRTEEN.COM

WEST ELEVATION
SCALE 1/16" = 1'-0"



14



Copyright ©

MOLINE STATION HOTEL
10/16/13

doorthirteen
architects construction design/build
1111 EAST MAIN STREET | SUITE 100 | MOLINE, ILLINOIS 61704
PH: 309.596.4444 | WWW.DOORTHIRTEEN.COM

EXHIBIT "C"

PURCHASE AGREEMENT FOR PRIVATE PROJECT PROPERTY

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between, **MOLINE PROMENADE INVESTORS, LLC**, an Illinois limited liability company (hereinafter "**Buyer**"), located at 1415 River Drive, Moline, Illinois 61265, and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Seller**"), located in Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "Property"), and commonly known as Units _ of ____ 4th Avenue, Moline, Illinois;

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

Sec. 1. PURCHASE PRICE

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the Seller, and the Seller will sell the Property to the Buyer and pay therefore the amount of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) (the "Purchase Price"), payable in annual installments of \$86,667.00 with no interest. Installment payments are due within thirty days from Developer's receipt of the annual property tax rebate referenced in Section IV.C. of the Development Agreement between the Buyer and Seller for the Quad Cities Multi-Modal Station dated _____, 2013. Annual payments shall be made by Developer until the total Purchase Price has been paid.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before **the __ day of _____, 2014**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Sellers, and Buyer shall accept the conveyance at such time and place. Possession shall be given at closing.

Sec. 3. CONVEYANCE OF PROPERTY

- (a) Form of Deed. The Seller shall convey title to the Property by Special Warranty Deed ("Deed"). Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer,

whatever occupancy rights Seller has in and to the property will become Buyer's rights. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
2. All easements of record including but not limited to easements and lease agreements for cell tower equipment; and
3. Matters that would be revealed by an ALTA survey of the Property.

(b) Proration of Taxes and Adjustments.

1. Seller shall be current on all tax payments and shall pro-rate general real estate taxes for the current tax year at time of closing; and
2. There are no leases for the subject Property requiring a credit for deposits or proration of rents.

(c) Expenses of Transfer. Buyer shall pay: (1) Recording fees for Deed and mortgage, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required. Seller shall, at its sole cost and expense and prior to closing, deliver to Buyer a title commitment for an Owner's title policy issued by a title company showing good and indefeasible title to the Property vested solely in Seller. On the closing date, Seller shall cause the title company to issue an Owner's Policy of Title Insurance covering the Property in the amount of the Purchase Price, showing fee simple title vested in Buyer. Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.

(d) Settlement Procedures. To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).

(e) Affidavit of Foreign Status. Sellers will sign an affidavit that Sellers are not a "foreign person" under the Internal Revenue Act of 1862, as amended.

(f) Special Assessments. Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.

(g) Unrecorded Liens, Assessments, Security Interests. Seller represent that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against

any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.

**Sec. 4. PROPERTY CONDITION AND CERTAIN
OTHER ACTION BY BUYER**

(a) Property Condition.

1. Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property in "As Is" condition.

(b) Utility Payments. Upon closing, the Buyer will be responsible for all utility payments, including but not limited to, water, sewer, storm water, electricity, and gas bills.

**Sec. 5. COVENANTS BINDING UPON SUCCESSORS IN INTEREST:
PERIOD OF DURATION**

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

**Sec. 6. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT
INDIVIDUALLY LIABLE**

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

Sec. 7. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Sec. 8. ENTIRE AGREEMENT

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

successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

Sec. 9. APPLICABLE LAW

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

Sec. 10. SEVERABILITY

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

Sec. 11. ASSURANCE OF FURTHER ACTION

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

Sec. 12. ACCEPTANCE BY SELLER

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase by the Buyer on the terms stated above. Buyer acknowledges and agrees that this Agreement is subject to Seller's right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by _____, 2014, this offer and Agreement shall be void. The parties understand that the City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon the City, its officers, employees or agents.

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

IN WITNESS WHEREOF, **MOLINE PROMENADE INVESTORS LLC**, Buyer, has caused this Agreement for Sale of Real Estate to be executed this 29th day of OCT, 2013.

MOLINE PROMENADE INVESTORS LLC

Mahesh Amin
Mahesh Amin, Member

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN MATEO)

On this 29th day of OCT, 2013, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Mahesh Amin**, to me personally known, who being by me duly sworn (or affirmed) did say that he is a **Member** of **Moline Promenade Investors LLC**, an Illinois limited liability company, and that said instrument was signed on behalf of the company by said **Mahesh Amin** as **Member** of said company. **Mahesh Amin** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)



Sushil Kalra
NOTARY PUBLIC

IN WITNESS WHEREOF, the **CITY OF MOLINE**, Seller, has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this _____ day of _____, 2013.

City of Moline (Seller)

Attest:

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

STATE OF ILLINOIS

)

)

ss:

COUNTY OF ROCK ISLAND

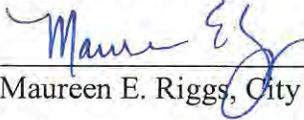
)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

Approved as to form:



Maureen E. Riggs, City Attorney

Prepared by:

Maureen E. Riggs

City Attorney

City of Moline

619 16th Street

Moline, IL 61265

Phone: (309) 524-2021

Fax: (309) 524-2020

SCHEDULE A
Legal Description

EXHIBIT "D"

CONSTRUCTION BUDGET

Moline Station and Hotel Project Budget

Summary of Budget Categories

2011 BUDGET Estimate prepared by _____ and titled "Project Budget, Moline Multimodal Station (MMS), Updated 8/4/2011"

2013 TIGER Values shown reflect scope of work that involves transit-related uses on within the Project Area or on the first floor of the buildings, as well as any needed improvements to the O'Rourke Building's "envelope" and structure that would be required to operate a multi-modal station.

ADDITIONAL SCOPE Values shown reflect scope of work that is transit-related items not within the Project Area or collateral work to that is affected by the above.

DEVELOPER An 'X' indicates work will be funded by private developer.

STATE COSTS Overmatch funds (\$2,443,250) outside of the TIGER II grant provided by State of Illinois Capital Assistance funds.

*For the purpose of this document Project Area is the area bounded by 4th Avenue, 12th Street and Centre Station. It also includes any work done to Centre Station in conjunction with the project.

X shown in the table below indicates cost is included in subtotal above.

- shown in the table below indicates the cost is not included.

EXHIBIT "D" - page 1

| | | Preliminary Estimate of Project Costs | | | |
|--------------------|---------------------------------------|---------------------------------------|-------------------|------------------|-----------|
| | | 2011 BUDGET | 2013 TIGER (Sept) | ADDITIONAL SCOPE | DEVELOPER |
| Preconstruction | Demolition/Preparation | \$ 378,000.00 | \$ 378,000.00 | | |
| | Demolish Building | | X | | |
| | Demolish Campus Building | | X | | |
| | Demolish Loading Dock Shed | | X | | |
| | Asbestos Remediation | | X | | |
| | Lead Paint Abatement | | X | | |
| | Utilities | \$ 435,500.00 | \$ 250,000.00 | | |
| | Water Service | | X | | |
| | Storm Sewer Connection | | X | | |
| | Gas Service | | X | | |
| | Electrical Service | | X | | |
| | Major Utility Upgrade and Relocations | | \$ 645,000.00 | \$ 585,000.00 | |
| | | \$ 813,500.00 | \$ 1,273,000.00 | \$ 585,000.00 | \$ 0.00 |
| Passenger Terminal | Passenger Platform | | \$ 750,000.00 | | |
| | Floor Structure | | X | | |
| | MEP | | X | | |
| | Signage | | X | | |
| | FF-E | \$ 650,000.00 | X | | |
| | Canopy Structure | | \$ 250,000.00 | | |
| | Enclosure/Railings | | \$ 100,000.00 | | |
| | Pass Info Data System | | \$ 0.00 | | |
| | Signals @ 12th | | \$ 0.00 | | |
| | Track Work | | \$ 0.00 | | |
| | | \$ 650,000.00 | \$ 1,100,000.00 | \$ 0.00 | \$ 0.00 |
| Pedestrian Access | Bridge (Skywalk) | \$ 500,000.00 | \$ 750,000.00 | | |
| | Viewing Platform(s) | | \$ 0.00 | | |
| | Vertical Access | | \$ 150,000.00 | | |
| | | \$ 500,000.00 | \$ 900,000.00 | \$ 0.00 | \$ 0.00 |
| Site Improvements | Plazas | \$ 700,000.00 | \$ 1,261,000.00 | | |
| | Surface Demolition | | X | | |
| | Paving | | X | | |
| | Landscape | | X | | |
| | Electric | | X | | |
| | Plumbing | | X | | |
| | FF+E | | X | | |
| | Surface Parking | | \$ 1,400,000.00 | | |
| | Surface Demolition | | | X | |
| | | | | | |

Moline Station and Hotel Project Budget

EXHIBIT "D" - page 2

| | 2011 BUDGET | 2013 TIGER (Sept) | ADDITIONAL SCOPE | DEVELOPER | | | | |
|--|---|------------------------|------------------|--------------|--|------|----|--------------|
| Surfacing | | | X | | Paving, curbs, parking striping. Some decorative pavers and/or impervious paving | | | |
| Underground Stormwater Detention | | | X | | As required by code | | | |
| Electric | | | X | | Electric service, lighting, controls, etc. | | | |
| Site Improvements | | | X | | Landscape, decorative fencing, pavers, etc. | | | |
| Hotel Parking | | | | X | 80 offsite parking spaces rented from city | | | |
| Street Improvements | \$ | 0.00 | | | Diagonal Parking | | | |
| Roadway Paving, Curbs, Striping | | X | | | New parking configurations | | | |
| Stormwater Drainage | | X | | | Reconfigure all new curbs | | | |
| Electrical | | X | | | Street lighting | | | |
| Streetscape | \$ | 350,000.00 | | | Sidewalks area along 4th Ave and 12th St adjacent side of street to property | | | |
| Sidewalk Paving | | X | | | Sidewalk improvements | | | |
| Landscape | | X | | | Trees, cast iron | | | |
| FF+E | | X | | | Furniture, fixtures and equipment, bike racks, waste receptacles, seating. | | | |
| Civic Monument/ Art | \$ | 75,000.00 | | | | | | |
| Pavilion | \$ | 0.00 | | | | | | |
| Trackside Improvements | \$ | 0.00 | | | | | | |
| Movie Screen/Digital Ad | \$ | 0.00 | | | South wall of Centre Station, living wall of other facade treatment, decorative fencing upgrades, planters, landscape, pedestrian crossing... | | | |
| | \$ | 700,000.00 | \$ | 3,065,000.00 | \$ | 0.00 | \$ | 0.00 |
| O'Rourke Building | Core & Shell | \$ 2,125,000.00 | | | | | | |
| Facade Restoration | \$ | 100,000.00 | | | Tuckpointing/masonry repair, waterproofing, parapets repair, misc. maintenance. | | | |
| 4th Street Window Restoration | \$ | 20,000.00 | | | Floors 2-8 on 4th Avenue facade only. Original steel sash windows. 15 units. | | | |
| Ground Floor Openings | \$ | 395,000.00 | | | Low-profile steel factory-type windows | | | |
| Upper Level Openings (windows) | | | | \$ | 374,500.00 New openings in existing masonry infill walls levels 2-6. Doors/windows level 7. Elevator Tower | | | |
| Internal Elevators | \$ | 400,000.00 | | | One each for 6-story (7-stop) tower and east wing (8-stop). Two elevators total. | | | |
| Floor Openings in Atrium | | | | \$ | 42,800.00 Two self supporting, machine-room-less elevators. | | | |
| Internal Stair Core | \$ | 115,000.00 | | | Replace existing non-conforming stair at tower, exterior entry to basement, east wing up to roof, down to | | | |
| New External Stair Core | | | | \$ | 117,700.00 One architectural stair (in glass tower) | | | |
| 7th Floor Exterior Wall/Roof Framing | | | | \$ | 214,000.00 | | | |
| Waterproofing | \$ | 250,000.00 | | | \$ 80,250.00 Roofing at existing roof structure, Basement Waterproofing, Drainage | | | |
| Green Roof | \$ | 225,000.00 | | | \$ 26,750.00 | | | |
| MEP + Fire Protection | \$ | 2,500,000.00 | | | \$ 535,000.00 TIGER allowed for main systems/services & first floor distribution only | | | |
| Central Systems | | X | | | Chiller, boiler, electric transformer, switchgear, booster pumps, ejector pits. | | | |
| Geothermal | | X | | | Approximately 250 vertical loops @ 24000 per loop (to account for bedrock) | | | |
| First Floor Distribution | | X | | | 4-pipe HVAC, electric conduit, sewer, water main and branches, fire protection mains and branches. | | | |
| First Floor Fixtures (transit related spaces only) | | X | | | Toilets (public restroom), sinks, floor drains, water fountains, fan coils, exhaust fans, supplemental baseboard heaters, fresh air supply system, sprinkler heads, switch receptacles plates, controls, lighting. | | | |
| First Floor Fixtures (hotel related spaces) | | | | X | | | | |
| 2-7 Floors Distribution + Equipment | | | | X | Required for atrium spaces greater than 2-stories | | | |
| Smoke Control System | | | | X | Central grease interceptors in basement, commercial kitchen exhaust ductwork and shaft to roof | | | |
| Commercial Kitchen Infrastructure | | X | | | | | | |
| Interior Build-out | \$ | 1,000,000.00 | | | X | | | |
| Infrastructure (vanilla box) | | X | | | TIGER allowed first floor, public spaces only | | | |
| FF+E (transit-related areas) | \$ | 437,000.00 | | | Furniture, fixtures and equipment, Concourses, restrooms, Amtrak backroom | | | |
| FF+E (hotel only areas) | | | | \$ | 1,685,250.00 | | | |
| FF+E (retail spaces) | | | | \$ | 214,000.00 | | | |
| FF+E (restaurant spaces) | | | | \$ | 363,800.00 | | | |
| 7th Floor Addition | | | | \$ | 214,000.00 Core & Shell | | | |
| Guestroom Interior Improvements | | | | \$ | 2,354,000.00 | | | |
| Guestroom FF&E | | | | \$ | 1,433,800.00 | | | |
| | \$ | 2,562,000.00 | \$ | 5,005,000.00 | \$ | 0.00 | \$ | 7,855,650.00 |
| New Buildings | Module - 1: New Construction | \$ 2,366,000.00 | | | | | | |
| | Module - 2: New Const-Ped. Concourse | \$ 4,640,000.00 | | | | | | |

Moline Station and Hotel Project Budget

| | 2011 BUDGET | 2013 TIGER (Sep) | ADDITIONAL SCOPE | DEVELOPER |
|----------------------------------|-------------------------|-------------------------|----------------------|--|
| | \$ 7,006,000.00 | | | |
| Other Const. Costs | | | | |
| Construction Contingency | \$ 268,500.00 | \$ 1,136,000.00 | \$ 58,000.00 | \$ 701,500.00 |
| Subtotal Construction | \$ 12,500,000.00 | | | \$ 8,357,350.00 |
| General Contractor Costs | \$ 0.00 | | | Without General Contractor Costs |
| Total Construction | \$ 12,500,000.00 | \$ 12,500,000.00 | \$ 643,000.00 | \$ 8,357,350.00 |
| | | | | General requirements, overhead, profit, general conditions, fees, permits, etc. |
| Soft Cost Summary | | | | |
| Fees | \$ 1,800,000.00 | \$ 1,800,000.00 | | \$ 493,000.00 |
| LEED Certification Fees | Incl. | TBD | | Architect, Engineering, Historic Preservation Consultant, Other misc Consultants |
| Contingency: Transit/Non-Transit | \$ 2,334,250.00 | | | |
| Expenses | | | | |
| Other | | | | |
| Total Project | \$ 16,834,250.00 | \$ 14,300,000.00 | \$ 643,000.00 | \$ 8,850,350.00 |
| Funding Sources | | | | |
| Federal Tiger Funds | | \$ 10,000,000.00 | | |
| State Tiger Match | | \$ 2,500,000.00 | | |
| State Overmatch Funds | | \$ 2,443,250.00 | | |
| Total Funding | | \$ 14,943,250.00 | | |

EXHIBIT "D" - page 3

EXHIBIT "E"

PROPERTY TAX REBATE

**QUAD CITIES MULTI MODAL STATION
ESTIMATED INCREMENT WORKSHEET**

Date: 10/28/2013

\$ 8,000,000 Developer Investment 2014 Assessment is estimated to be based on previous EAV of \$208,834
 \$ 5,440,000 Estimated Fair Market Value 2015 Assessment is estimated to be based on a 80% Assessment because of completion schedule
 \$ 1,300,000 Rebate Amount 2016 Assessment is estimated to be the first full year assessment

| Unit | EST Total Fair Market Value (FMV) | Estimated EAV (2015) | "base" EAV (2013) | *Project Increment | 2013 Tax Rate 9.0085 | Estimated Development Increment |
|--------------|-----------------------------------|----------------------|-------------------|---------------------|----------------------|---------------------------------|
| Unit 1 | \$ 4,352,000 | \$ 1,450,887 | \$ - | \$ 1,450,867 | 9.0085 | \$ 130,883 |
| Unit 2 | \$ - | \$ - | \$ - | \$ - | 9.0085 | \$ - |
| Units 3-9 | \$ 1,088,000 | \$ 362,867 | \$ - | \$ 362,867 | 9.0085 | \$ 32,871 |
| Total | \$ 5,440,000 | \$ 1,813,333 | \$ - | \$ 1,813,333 | | \$ 163,354 |

| No. Of Yrs. | Assmt Yr | Payable Yr | *Net Prop. Tax Incr. | Prop. Tax Rebate | % Dev'r. | TIF Fund City Increment | % City Rebate |
|--------------|----------|------------|-----------------------|-----------------------|----------|-------------------------|---------------|
| 1 | 2014 | 2015 | \$18,812 | 0 | 0 | \$18,812 | 100% |
| 2 | 2015 | 2016 | \$130,883 | \$0 | 0% | \$130,883 | 100% |
| 3 | 2016 | 2017 | \$163,354 | \$86,867 | 53% | \$76,887 | 47% |
| 4 | 2017 | 2018 | \$163,354 | \$86,867 | 53% | \$76,887 | 47% |
| 5 | 2018 | 2019 | \$163,354 | \$86,867 | 53% | \$76,887 | 47% |
| 6 | 2019 | 2020 | \$164,171 | \$86,867 | 53% | \$77,504 | 47% |
| 7 | 2020 | 2021 | \$164,992 | \$86,867 | 53% | \$78,325 | 47% |
| 8 | 2021 | 2022 | \$166,842 | \$86,867 | 52% | \$79,975 | 48% |
| 9 | 2022 | 2023 | \$168,308 | \$86,867 | 51% | \$81,841 | 49% |
| 10 | 2023 | 2024 | \$169,991 | \$86,867 | 51% | \$83,324 | 49% |
| 11 | 2024 | 2025 | \$171,891 | \$86,867 | 50% | \$85,024 | 50% |
| 12 | 2025 | 2026 | \$173,408 | \$86,867 | 50% | \$86,741 | 50% |
| 13 | 2026 | 2027 | \$175,142 | \$86,867 | 49% | \$88,475 | 51% |
| 14 | 2027 | 2028 | \$176,893 | \$86,867 | 49% | \$90,228 | 51% |
| 15 | 2028 | 2029 | \$178,862 | \$86,867 | 49% | \$91,995 | 51% |
| 16 | 2029 | 2030 | \$180,449 | \$86,867 | 48% | \$93,782 | 52% |
| 17 | 2030 | 2031 | \$182,254 | \$86,867 | 48% | \$95,587 | 52% |
| Total | | | \$1,975,090.47 | \$1,300,005.00 | | \$1,021,753.47 | |

*Years 1-3 of the full assessment no increase in value is estimated, years 4-5 a 1/2% increase in value and years 6-15 1% increase in value is estimated (actual value determine by Township/County Assessor)

| Full Assessment | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Unit 1 | \$130,883.31 | \$130,883.31 | \$130,883.31 | \$131,336.72 | \$131,993.41 | \$133,313.34 | \$134,646.47 | \$135,992.94 | \$137,352.87 | \$138,726.40 |
| Units 3-9 | \$32,870.83 | \$32,870.83 | \$32,870.83 | \$32,834.18 | \$32,998.35 | \$33,328.34 | \$33,661.62 | \$33,998.23 | \$34,338.22 | \$34,681.00 |
| | \$163,354.13 | \$163,354.13 | \$163,354.13 | \$164,170.90 | \$164,991.76 | \$166,641.68 | \$168,308.09 | \$169,991.17 | \$171,691.09 | \$173,408.00 |

EXHIBIT "F"

MMSDBMT

Developer

City

MetroLINK

RENEW Moline

Core DBMT

EXHIBIT "G"

DEVELOPMENT TIMETABLE

Multi-Modal Station Project Schedule

| Description | Estimated Completion Date | Actual Completion Date |
|---|----------------------------------|-------------------------------|
| FTA Grant Award | | Sept-11 |
| Environmental Finding | | Jun-11 |
| Preliminary Engineering | | |
| 50% Design for Environmental Remediation | Jun-12 | Jun-12 |
| Expectations Package Complete | Jan-14 | |
| Final Design | | |
| 90% Design for Environmental Remediation | Aug-12 | Jun-12 |
| Final Budget Review Complete | Feb-14 | |
| Final Design of Elevator Package | Mar-14 | |
| Final Design of Structural Package | Mar-14 | |
| Final Design of Exterior Package | Mar-14 | |
| Final Design of MEP Package | May-14 | |
| Final Design of Site/Platform | May-14 | |
| Final Design of Core Arch. Package | Jun-14 | |
| Final Design of Developer's Hotel Package | Jun-14 | |
| Final Design of All Project Components | Jun-14 | |
| Bid Docs/Dates | | |
| RFP/IFB Issued for Site Demolition & Environmental Remediation | Aug-12 | Jun-12 |
| Contract Award for Site Demolition | Sept-12 | Dec-12 |
| Contract Award for Environmental Remediation | Jan-13 | Jun-13 |
| RFP/IFBs Issued for Construction | Mar to Jun-14 | |
| Contract Awards for Construction | Apr to Jul-14 | |
| Construction | | |
| Begin Construction on Site Demolition (Grant Agreement Date) | Nov-12 | Dec-12 |
| Site Demolition Complete | Mar-13 | Dec-12 |
| Begin Construction on Environmental Remediation | Jan-13 | Jun-13 |
| Environmental Remediation Complete | Nov-13 | |
| Begin Construction of TIGER II and State-Funded Station/Platform/Site Components | Apr-14 | |
| Construction of TIGER II and State-Funded Station/Platform/Site Components Complete | Nov-14 | |
| Begin Construction of Developer Hotel Components | Jun-14 | |
| Construction of Developer Hotel Components Complete | Feb-15 | |

EXHIBIT “H”

ELIGIBLE REDEVELOPMENT COSTS

Costs as Permitted Pursuant to Section 5/11-74.4-3 (q) and any other applicable sections of the Act:

- Acquisition and other Property Assembly Costs
- Development Services Design and Engineering Services
- Legal/Appraisal
- Surveys and Environmental Reports Related to Property Assembly
- And any other items permitted by the Act

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Second Amendment to Development Agreement between the City of Moline and Financial District Properties KP, LLC, for the KONE Centre Project.

WHEREAS, pursuant to Council Bill/Special Ordinance No. 4006-2009, on June 17, 2009, the City entered into a development agreement with Financial District Properties KP, LLC (Developer), for the KONE Centre Project; and

WHEREAS, that original agreement requires Developer to sell and close to third party buyers 75% of the residential units in the KONE Building before Developer is entitled to a property tax rebate; and

WHEREAS, Developer has had difficulty selling the residential units because potential buyers have been unable to obtain conventional financing to purchase the units based upon their location within a commercial building that contains no other existing residential units; and

WHEREAS, Developer therefore proposes to complete the residential units and offer them for lease; and

WHEREAS, the proposed amendment revises the development agreement by requiring 75% of the properties to be leased or sold, thereby allowing Developer to proceed with its plan and obtain the property tax rebate under the agreement once all remaining requirements have been met.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Second Amendment to Development Agreement between the City of Moline and Financial District Properties KP, LLC, for the KONE Centre Project; provided, however, that said Second Amendment to Development Agreement is in substantially similar form as that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (the "Amendment"), is made and entered into on this ____ day of _____, 2013, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and Financial District Properties KP, LLC, an Illinois limited liability company ("Developer").

RECITALS

- A. WHEREAS, the Developer and the City entered into that certain Development Agreement dated June 17, 2009 and a First Amendment to Development Agreement dated December 17, 2010 in connection with the KONE Centre project (the "Development Agreement"); and
- B. WHEREAS, Section 1.F.d. of the Development Agreement requires that Developer sell and close to third party buyers 75% of the residential units within the KONE Centre building before any property tax rebates are issued to Developer; and
- C. WHEREAS, Developer has not been able to sell the residential units because potential buyers have been unable to obtain conventional financing to purchase the units based upon their location within a commercial building that contains no other existing residential units; and
- D. WHEREAS, Developer therefore proposes to complete construction of the residential units and offer them for lease; and
- E. WHEREAS, the City and Developer have agreed to the terms of this Amendment.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by all parties, the City and the Developer contract and agree as follows:

1. Section 1.F.d., "Maximum Amount of Property Tax Rebate," is hereby amended to read as follows:

"d. 75% of the residential units are leased or sold and closed to third party buyers."

2. Except as specifically amended by this Amendment, all other terms, provisions and conditions contained in the Development Agreement and its First Amendment are and remain in full force and effect in accordance with their terms.

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

THE CITY OF MOLINE, ILLINOIS

DATED: _____

Scott Raes, Mayor

Attest: _____

Tracy A. Koranda, City Clerk

Approved as to form:



Maureen E. Riggs, City Attorney

FINANCIAL DISTRICT PROPERTIES KP, L.L.C.

DATED: 10/30/13

By: 

Rodney A. Blackwell, Manager

Notary provisions on next page

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

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY A. KORANDA** to me personally known, who, being by me duly sworn, did say that they are the **Mayor** and **City Clerk**, respectively, of the **City of Moline**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

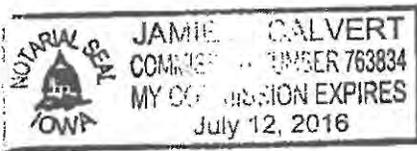
Notary Public

STATE OF Iowa)
) SS:
COUNTY OF SCOTT)

On this 30th day of OCTOBER , 2013, before me, a Notary Public in and for said County and State aforesaid, personally appeared **RODNEY A. BLACKWELL**, to me personally known, who being by me duly sworn (or affirmed) did say that he is the **Manager** of **Financial District Properties KP, LLC**, an Illinois limited liability company, and that said instrument was signed on behalf of the company by said Rodney A. Blackwell as Manager of said company. Rodney A. Blackwell acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)

 Jamie A. Calvert
Notary Public



Council Bill No./Special Ordinance No. 4058-2013

Sponsor: _____

A SPECIAL ORDINANCE

GRANTING a partial variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 3420 48th Avenue.

WHEREAS, the owner of the property addressed as 3420 48th Avenue (parcel # 0712611) has requested a variance from installing sidewalks; and

WHEREAS, City standards require sidewalk installation along all streets at the time a lot is developed; and

WHEREAS, the City Council has identified a lack of right-of-way to accommodate a public sidewalk which constitutes a partial hardship on the subject property.

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

Section 1 - That this Council hereby finds and declares upon the recommendation of its Committee-of-the-Whole on October 22, 2013, that it is in the best interest of the City of Moline, Illinois, to grant a variance to Sec. 28-3200(a) of the Moline Code of Ordinances for the following described territory to allow the owner of 3420 48th Avenue to delay installation of sidewalk along the 36th Street frontage (eastern property line) until such time that it is deemed necessary by the City to place sidewalk at this location.

Lot 4 of Arnolds Subdivision and the North 27 feet of Lot 5 of Arnolds Subdivision, City of Moline, Rock Island County, Illinois.

Section 2 - That this Council hereby finds and declares upon the recommendation of its Committee-of-the-Whole on October 22, 2013, that it is in the best interest of the City of Moline, Illinois, to require the owner of 3420 48th Avenue to construct public sidewalk along the 48th Avenue frontage (north property line) in accordance with applicable City ordinances.

Section 3 - That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

Section 4 - That this ordinance is an exercise of the City's home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution and shall therefore take precedence over any conflicting State Statutes or rules.

Section 5 - 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.

Council Bill No./Special Ordinance No. 4062-2013

Sponsor: _____

Page 2

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Special Ordinance No. 4059-2013

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Development Agreement between the City of Moline and The Mills at Riverbend Commons, LLC for development of the Riverbend Commons project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said agreement.

WHEREAS, The Mills at Riverbend Commons, LLC ("Developer") seeks to enter into a Development Agreement with the City to facilitate redevelopment of property located at River Drive and 29th Street, Moline, adjacent to the Western Illinois University-Quad Cities riverfront campus, for the Riverbend Commons project ("Project"); and

WHEREAS, the Project will consist of Phase 1 redevelopment to include a mixed-use facility of student housing and retail space and future Phase 2 redevelopment to include approximately 150 market-rate residential dwelling units; and

WHEREAS, to make the project feasible and fill a financial gap, Developer requests from the City, and the City agrees to make, a \$3.3 million contribution of capital to Developer, which the City may recoup through reimbursement of TIF eligible expenses pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the "Act" or the "TIF Act"); and

WHEREAS, to secure its contribution, the City will hold a subordinate mortgage on the property until a certificate of completion is issued for the Phase I redevelopment, and Developer agrees not to request additional municipal incentives for future phases until at which time the contribution amount is fully repaid to the City through increased property tax, sales and other revenues; and

WHEREAS, all aspects of the Development Agreement are designed and intended to expand economic development in the area through housing and retail opportunities, and to enhance the public health, safety, morals, and welfare, as related to the City of Moline and its citizens.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Development Agreement between the City of Moline and The Mills at Riverbend Commons, LLC for the Riverbend Commons project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said agreement; provided, however, that said agreement is in substantially similar form and content to that attached hereto and

incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be in full force and effect from and after passage and 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

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE, ILLINOIS

and

THE MILLS AT RIVERBEND COMMONS, LLC

FOR

RIVERBEND COMMONS

THIS AGREEMENT ("**Agreement**") is made and entered into on this _____ day of _____, 2013, by and between the City of Moline, an Illinois municipal corporation ("**City**") and The Mills at Riverbend Commons, LLC, an Illinois limited liability company ("**Developer**") (collectively, City and Developer are referred to herein as the "**Parties**").

RECITALS:

WHEREAS, the City is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as a home rule unit of government, the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law, including without limitation to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City's Tax Incremental Financing District (TIF) enacted pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et seq. (the "**Act**"); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of certain real property generally located on River Drive west of and adjacent to the campus of Western Illinois University-Quad Cities and consisting of an approximately 15.5-acre site, as legally described on Exhibit A attached hereto (the "**Property**"); and

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

- i. Backfill and compaction of approximately 8,500 cubic yards of material within a portion of the Property consisting of the easternmost 5 acres or such size necessary to complete the Redevelopment Project (defined below) (the "**Phase 1 Project Land**") as indicated in the Schematic Design Documents attached hereto as Exhibit C, to raise the Phase 1 Project Land above the level of the 100-year floodplain (the "**Pre-Closing Work**");
- ii. purchase of the Phase 1 Project Land; and

- iii. development of the Phase 1 Project Land with a mixed use project consisting of an approximately 107,990 square foot student housing facility and approximately 20,087 square feet of retail space (the "**Mixed-Use Facility**").

The foregoing elements shall hereinafter be collectively referred to as the "**Redevelopment Project**" unless individually identified; and

WHEREAS, in addition to the elements of the Redevelopment Project described above, the Developer shall fulfill certain obligations, as more particularly described in this Agreement, with respect to development of a future phase of the Property consisting of approximately 150 market-rate residential dwelling units ("**Phase 2A**"), including without limitation the delivery of schematic plans for development of Phase 2A and the commencement of construction of Phase 2A;

WHEREAS, for City to grant said incentives, the Redevelopment Project must meet certain conditions, including, but not limited to, all property within the Phase I Project Land remaining property tax eligible through the year 2036, and fulfillment of certain obligations with respect to future phases of development, as set forth in this Agreement, along with other conditions; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand economic development opportunities and create commercial enterprises in the City; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Phase 1 Project Land and the fulfillment generally of the terms of this Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority as a home rule unit of government, under the Act, and other authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby stipulate, covenant, contract and agree as follows:

I. CONDITIONS PRECEDENT TO CITY'S FINANCIAL ASSISTANCE HEREUNDER.

Developer's Obligation to Obtain Debt and Equity Financing. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of Developer's discretion by not later than the date of closing of the Phase 1 Project Land. City will have no obligation to perform any action otherwise required herein until Developer provides the City with a letter demonstrating its ability to obtain equity financing and construction debt financing ("Comfort Letter") at the time of execution of this Agreement. This Section I shall not apply to the City's obligation to pay the Developer for up to \$150,000 of the costs of the Pre-Closing Work (defined below), the intent of the Parties being that Developer shall complete, and the City shall pay Developer for, the Pre-Closing Work regardless of whether Developer proceeds with the other elements of the Redevelopment Project.

II. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Agreement subject to certain responsibilities of Developer as set forth in this Agreement (including, but not limited to, substantial compliance with the Development Timetable contained in Exhibit B, attached hereto):

- A. Complete the Creation of a new TIF District. The Phase 1 Project Land is located within an already established and valid Tax Increment Financing Redevelopment Project Area, as defined under the Act, which is set to expire in 2021. The City of Moline has approved the creation of a new TIF District that will be completed by the time of execution of this Agreement. The City is creating the new TIF district to provide for the reimbursement of eligible expenses from the Redevelopment Project (and possibly future phases) incurred by the Developer and paid for with the City Funds. The City intends to seek reimbursement for eligible expenses from the Redevelopment Project, to the extent the City Funds have been disbursed to pay for eligible expenses from the Redevelopment Project. The Parties acknowledge that the City Funds are being provided from the City's general funds, and that the City Funds provided under this Agreement may be used to pay for or reimburse Developer for any Redevelopment Project costs, regardless of whether such costs are eligible expenses under the Act, in accordance with Section V.B below.
- B. Maximum Grant. The City's total payment paid under this Section II (the "City Funds") shall not exceed the lesser of (i) Three Million Three Hundred Thousand Dollars (\$3,300,000), plus up to an additional One Hundred Fifty Thousand Dollars (\$150,000) for reimbursement to the Developer of the costs of the Pre-Closing Work, or (ii) the total costs for the Redevelopment Project.
- C. Reimbursement of Pre-Closing Work; Initial Deposit of City Funds. At Closing, the City shall (i) reimburse Developer for the costs of the Pre-Closing Work, up to One Hundred Fifty Thousand Dollars (\$150,000) and (ii) deposit Three Million Three Hundred Thousand Dollars (\$3,300,000) into the City Subaccount (defined below) of the Construction Escrow (defined below), and such funds shall thereafter be disbursed to or at the direction of the Developer to pay or reimburse Developer for Redevelopment Project costs, including without limitation the Developer's purchase of the Phase 1 Project Land, in accordance with the terms of the Escrow Agreement (defined below), but excluding the costs of the Pre-Closing Work, for which Developer will be reimbursed separately in accordance with subsection (i) above. If the Developer does not satisfy the contingency referenced in Section I above regarding sufficient debt and equity financing prior to the Closing Date (defined below), the City shall reimburse Developer for the costs of the Pre-Closing Work, up to One Hundred Fifty Thousand Dollars (\$150,000), upon Developer's request for reimbursement, which shall be made no earlier than fifteen (15) days after completion of the Pre-Closing Work but no more than ninety (90) days after completion of the Pre-Closing Work.
- D. Final Payment. Upon the City's reimbursement of the Pre-Closing Work in accordance with Section II.B.i above and the final disbursement of the City Funds from the Construction Escrow in accordance with the terms of the Escrow Agreement and this Agreement, the City's obligations to provide financial assistance under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.

- E. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- F. Enterprise Zone Benefits. The City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. The City will cooperate and assist the Developer in its application for all Enterprise Zone benefits, if any, but, to the extent such benefits are authorized or administered by entities and agencies other than the City, the City does not warrant or assure or guarantee that any such benefits will be available to the Developer.
- G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- H. Until the issuance of a Certificate of Completion (defined below), the City agrees not to provide financial assistance to any other development that includes student or student-oriented housing without Developer's consent, which consent shall not be unreasonably withheld.
- I. The City will make good faith efforts to provide Developer with cost-sharing arrangements with respect to marketing and related efforts for the Redevelopment Project.

III. **SALE AND PURCHASE OF PHASE 1 PROJECT LAND**

- A. The City hereby agrees to sell, and Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Phase I Project Land for One Million Seven Hundred Thousand Dollars (\$1,700,000) (the "**Purchase Price**"). The Phase 1 Project Land shall be surveyed by the City, and a legal description prepared therefor, before the Closing.
 - i. Said purchase shall be pursuant to a standard Rock Island County form purchase agreement with all costs and expenses paid as is customary in an ordinary purchase and sale of commercial real estate in Rock Island County, Illinois. The Phase 1 Project Land shall be delivered to Developer from the City via a standard special warranty deed, free and clear of all liens and encumbrances. The Purchase Agreement for the Phase 1 Project Land is attached hereto as Exhibit D.
 - ii. The purchase of the Phase 1 Project Land shall occur within fifteen (15) days after completion of the Pre-Closing Work (the "**Closing Date**"). With respect to the Pre-Closing Work, which will commence prior to the conveyance of the Phase 1 Project Land to Developer, Developer shall indemnify and hold City harmless from any and all claims arising out of the construction and use of the Phase 1 Project Land by Developer or any third party under Developer's direction or control.

- iii. Other than the obligations set forth in this Agreement with respect to the Phase 1 Project Land, Developer assumes no other obligation or liability with respect to the legal, physical or environmental condition of the Phase 1 Project Land, all such obligations and liabilities being waived and released by the City; provided, however, the foregoing waiver and release shall not apply to obligations and liabilities arising out of the negligence or willful misconduct of Developer or its affiliates, and their respective members, shareholders, trustees, officers, directors, agents or employees.
 - B. In the event that Developer terminates this Agreement prior to the issuance of a Certificate of Completion, or in the event the Developer is found to be in default of this Agreement, based on at least thirty (30) days' prior written notice of default and the expiration of all applicable cure periods subsequent to the conveyance of the Phase 1 Project Land, then the City shall have the right, upon written demand to Developer, to purchase the Phase 1 Project Land back from the Developer for the purchase price of One Million Seven Hundred Thousand Dollars (\$1,700,000). Should the City exercise its right to purchase the Property under this Section III.B after the construction mortgage and other liens are attached to the Phase 1 Project Land, the City must satisfy or mutually settle all liens on the Phase 1 Project Land prior to the conveyance of the Phase 1 Project Land to the City. The City's right to repurchase the Phase 1 Project Land pursuant to this Section III.B shall expire (i) upon issuance of the Certificate of Completion; or (ii) one hundred twenty (120) days after the Developer's termination of this Agreement or the date on which Developer is found to be in default, as the case may be; provided, however, that this period shall be tolled for any periods during which the City is actively engaged in settlement discussions with lienholders. This Agreement or a memorandum thereof referencing this covenant shall be recorded with the Rock Island County Recorder of Deeds on upon the closing of City's sale and the Developer's purchase of the Phase 1 Project Land in accordance with this Section III (the "Closing"). The City shall record a release of this right to repurchase promptly upon expiration of this covenant.
 - C. Developer shall deliver the following at the Closing:
 - i. evidence that equity and debt proceeds sufficient, together with the City Funds, to fund construction of the Redevelopment Project have been deposited into the Construction Escrow in accordance with Section V.B below;
 - ii. issuance of an owner's policy of title insurance, insuring Developer's interest as owner of the Phase 1 Project Land in an insured amount of at least One Million Seven Hundred Thousand Dollars (\$1,700,000);
 - iii. customary UCC, tax and judgment lien searches; and
 - iv. customary opinion of Developer's counsel as to the Developer's authority to enter into the Agreement.

IV. DEVELOPER'S AGREEMENT TO DEVELOP THE REDEVELOPMENT PROJECT.

- A. Developer shall, (i) upon the execution of this Agreement, commence and diligently pursue the Pre-Closing Work and (ii) promptly after the Closing, commence and diligently pursue development of the Phase 1 Project Land with the Mixed-Use

Facility, both substantially in accordance with the plans and specifications for the respective project elements, which plans and specifications must be approved by the City prior to commencement of the respective project elements (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the respective project elements, in accordance with all applicable rules, codes, regulations, ordinances and laws, including without limitation, the City's Design/Build Management Team ("DBMT") process, it being understood that in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the City, as determined by the City Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

B. Developer agrees to complete the following project elements:

- i. the Pre-Closing Work;
- ii. acquisition of the Phase 1 Project Land, subject to Section III above; and
- iii. development of the Phase 1 Project Land with the Mixed-Use Facility, subject to the City's conveyance of the Phase 1 Project Land in accordance with Section III above. The Redevelopment Project shall be developed in accordance with the Schematic Design Documents attached hereto and incorporated herein by reference as Exhibit C.
- iv. At all times during construction of the Private Project, Developer shall keep all routes used for construction traffic to be free and clear of mud, dirt, debris, obstructions and hazards and shall repair any damage to public property caused by such construction traffic.
- v. Developer warrants that it will be able to substantially meet a project timeline as set forth in Exhibit B with commencement of construction during November 2013 and to substantially complete construction defined by the City issuing a Certificate of Occupancy for the Phase 1 Project Land by September 2014, all subject to extensions for Unavoidable Delays (defined below).

C. Certificate of Completion. Upon completion of construction of all structures and all public infrastructure improvements required for the Redevelopment Project, the City shall issue a Certificate of Completion, in recordable form (the "**Certificate of Completion**"), certifying that Developer has fulfilled its obligation to complete the Redevelopment Project in compliance with the terms and conditions of this Agreement, provided the following conditions with respect to the Redevelopment Project have been met:

- i. issuance of all certificates of occupancy by the City, not to be unreasonably withheld, or other evidence acceptable to the City, that Developer has complied with building permit requirements for the Redevelopment Project;

- ii. evidence that at least 65% of the retail space is leased; and
- iii. evidence that at least 90% of the student housing units are leased and occupied.

The Certificate of Completion relates only to the completion of the obligations under this Agreement to acquire the Phase 1 Project Land and construct the Redevelopment Project. After issuance of the Certificate of Completion, all executory terms and conditions of this Agreement, including without limitation all covenants described herein as running with the land, shall remain in full force and effect in accordance with the terms described in this Agreement, and issuance of the Certificate of Completion shall not be construed as a waiver by the City of any of its rights and remedies under such executory terms.

D. Future Phases. In addition to the foregoing project elements, the Parties acknowledge their mutual desire that the Developer redevelop additional portions of the Property with future phases, including additional residential dwelling units and additional retail and commercial space. The Developer will make every good faith effort to develop such future phases. The Developer agrees that it will not request additional financial assistance from the City for future phases until such time that the increased property, sales and other tax revenues, in the aggregate, generated by the Phase 1 Project Land are at least equal to the amount of City Funds paid under this Agreement.

- i. In consideration of the assistance being provided by the City under this Agreement, Developer agrees to complete the following elements with respect to such future phases:
 - (a) within ten (10) days after execution of this Agreement, execute a design services contract with the Developer's selected architectural firm to begin design of Phase 2A, along with preparation of a design, budget and construction timetable for Phase 2A;
 - (b) initiate the DBMT process through Renew Moline for Phase 2A no later than December 1, 2013;
 - (c) deliver schematic plans for Phase 2A to the City no later than June 30, 2014; and
 - (d) commence construction of Phase 2A no later than June 30, 2016.
- ii. Developer's obligation to commence construction of Phase 2A shall be subject to the City's conveyance of an additional approximately 5.5-acre portion of the Property for a purchase price not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000), on substantially the same terms and conditions as are applicable to the purchase and sale of the Phase 1 Project Land under this Agreement.
- iii. The City shall assist Developer and make good faith efforts to approve and provide traffic control signals at 29th Street and River Drive and 25th

Street and River Drive, as may be required to serve future phases of development of the Property. Developer shall include the costs associated with such approval and installation in budgeting for future phases of development.

- E. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Code Compliance Manager or Building Official and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the City Code Compliance Manager or Building Official and Fire Chief.

- F. Assessed Valuation. From and after the Closing, payment of property taxes for the Phase 1 Project Land shall be the responsibility of Developer. Developer agrees that it will not appeal the annual assessed valuation of the Phase 1 Project Land to a level below that which would generate total property taxes of less than \$140,000 per year. In the event that the assessed value of the Phase 1 Project Land, as determined by the Moline Township Assessor, generates less than \$140,000 in property taxes for the applicable year, the Developer shall have no obligation to appeal to increase the Moline Township Assessor's assessed value determination; provided, however, that, in such event, Developer shall pay to the City the difference between the actual property taxes generated and \$140,000. The provisions of this Section IV.F shall apply during the period commencing on January 1st of the calendar year immediately following the issuance of a Certificate of Occupancy for the Project and terminating upon the expiration of this TIF district. Notwithstanding anything to the contrary in this Agreement, the City may, in its sole discretion, waive and terminate the obligations set forth in this Section IV.F. The provisions of this Section IV.F shall constitute a covenant running with the land comprising the Phase 1 Project Land, and this Agreement or a memorandum thereof referencing this covenant shall be recorded with the Rock Island County Recorder of Deeds upon the Closing.

- G. Phase 1 Project Land Not to Be Tax Exempt. Developer acknowledges that the City cannot provide the assistance under this Agreement unless certain conditions are met, including but not limited to, that owners or tenants of the Phase 1 Project Land must be ad valorem real estate tax generating and taxpaying entities. It is understood and agreed by Developer that tenants of the Phase 1 Project Land and Developer shall not seek property tax exemption status during the duration of this TIF district. The provisions of this Section IV.G shall constitute a covenant running with the land comprising the Phase 1 Project Land, and shall be binding on any owner of the Phase 1 Project Land. To the extent that any tenant or subsequent owner of the Phase 1 Project Land is a tax exempt entity and successfully claims an exemption from property taxes, Developer shall pay the equivalent value of the property taxes for the property owned or leased as if it were owned or leased by a tax paying entity, that is, the property taxes that would be assessed but for the exempt status of the owner or tenant. This Agreement or a memorandum thereof referencing this covenant shall be recorded with the Rock Island County Recorder of Deeds upon the Closing. Notwithstanding anything to the contrary in this Agreement, the City may, in its sole discretion, waive and terminate the obligations set forth in this Section IV.G.

- H. Developer To Meet Deadlines. Developer understands and agrees that the meeting of deadlines subject to Unavoidable Delays as set forth in Exhibit B is necessary, in order to meet the terms of this Agreement and make City contributions possible.. Developer understands a failure to substantially meet said deadlines is a material breach of this Agreement, unless an extension has been agreed to in writing by City.
- I. Developer Not to Sell or Re-Finance Until Project Completion. Prior to issuance of the Certificate of Completion, Developer may not, without the City's consent (not to be unreasonably withheld): (i) enter into a merger, sale, transfer, conveyance, liquidation or consolidation that would have a materially adverse effect on the ability of the Developer to complete the Redevelopment Project; (ii) directly or indirectly sell or transfer (except for leases) all or substantially all of its assets; (iii) enter into any transaction outside the ordinary course of business that would materially and adversely affect the ability of the Developer to complete the Redevelopment Project; (iv) assume or guarantee the obligations of any other person or entity that would materially and adversely affect the ability of Developer to complete the Redevelopment Project; or (v) obtain any financing encumbering the Phase 1 Project Land or the Redevelopment Project other than the equity and debt financing necessary to complete construction of the Redevelopment Project.

V. **CONDITIONS PRECEDENT TO CITY'S INCENTIVE PAYMENTS HEREUNDER.**

- A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within thirty (30) days of the execution of this Agreement.
- B. At the Closing, the City and Developer shall enter into an escrow agreement (the "**Escrow Agreement**") creating the Construction Escrow, which shall include a "**Developer Subaccount**," a "**City Subaccount**" and the "**Lender Financing Subaccount**." The City Funds shall be deposited at the Closing into the City Subaccount in accordance with Section II above. At the Closing, the Developer shall deposit sufficient equity and debt proceeds into the Developer Subaccount and the Lender Financing Subaccount, respectively, to complete the Redevelopment Project. Funds deposited into the City Subaccount, the Developer Subaccount and the Lender Financing Subaccount may be used to pay any Redevelopment Project cost, including but not limited to costs eligible for reimbursement under the Act ("**TIF Eligible Expenses**"), and shall be disbursed in the following order:
 - i. with respect to disbursements for TIF Eligible Expenses, such disbursements shall be made, first, from the City Subaccount, then from the Developer Subaccount and the Lender Financing Subaccount; and
 - ii. with respect to disbursements for other than TIF Eligible Expenses such disbursements shall be made first, from the Developer Subaccount, then from the City Subaccount and, finally, the Lender Financing Subaccount.
- C. Developer acknowledges that the City Funds are being used, in part, to reimburse the Developer for TIF Eligible Expenses incurred from the Redevelopment Project, and that the City intends to seek reimbursement for such City Funds paid from future

increment generated by the Redevelopment Project. Therefore, as TIF Eligible Expenses are incurred, Developer shall provide documentation of the actual project cost incurred, which shall have been independently verified by a third party mutually agreed to by the City and Developer, at Developer's expense. Failure to provide an independently verified accounting at the time of such reimbursement request shall not constitute a breach of this Agreement; provided, however, that, such unverified costs shall be paid from the Construction Escrow as though they were not TIF Eligible Expenses, in accordance with Section V.B above; provided, further, that the failure to provide such verification at the time of Developer's reimbursement request shall not preclude the City from verifying such cost as a TIF Eligible Expense in the future. Developer shall submit a request for disbursement from the appropriate subaccount of the Construction Escrow and documentation of actual Redevelopment Project costs in a timely manner as costs are incurred, but in no case later than ninety (90) days after the date the Certificate of Completion is issued. Developer agrees that, upon disbursement of the City Funds from the Construction Escrow to pay for any TIF Eligible Expenses, the City may seek reimbursement for such TIF Eligible Expenses from future increment generated by the Redevelopment Project, and the Developer releases and assigns the City any right it may have to be reimbursed from such future increment for TIF Eligible Expenses already paid for by the City Funds.

- D. Developer agrees to defer reimbursement of Five Hundred Thousand Dollars (\$500,000) of its development fee for the Redevelopment Project until the earlier of (i) commencement of construction of Phase 2A in accordance with Section IV.D above, or (ii) eighteen (18) months after commencement of construction of the Redevelopment Project.
- E. This project may be subject to the Illinois Prevailing Wage Act (the "Prevailing Wage Act"). To the extent the project is subject to the Prevailing Wage Act, Developer agrees to comply with the Prevailing Wage Act, and agrees to indemnify and hold the City harmless from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Prevailing Wage Act by Developer and its agents.
- F. All work performed to public improvements in the public right-of-way shall be subject to applicable public bid requirements. Developer agrees to comply with such public bid requirements. Payment and performance bonds are required for any work in the public right-of-way in such amounts as are required under City ordinances and applicable state law.
- G. Upon execution of this Agreement and at any other time required under applicable state law or City ordinance, Developer shall provide such information as may be required under Section 3-14-4 of the Illinois Municipal Code (65 ILCS 5/3-14-4), Section 3 of the Public Officer Prohibited Activities Act (50 ILCS 105/3), and any other similar state law or City ordinance.

VI. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. The City further represents to Developer that it has fully complied with and satisfied the requirements of the TIF Act pertaining to the establishment of

the TIF District referenced herein and in entering into this Agreement and to reimburse for TIF Eligible Redevelopment Project Costs pursuant to Section 5/11-74.4-3(q) of the Act. The City further represents to Developer that it has fully complied with and satisfied the requirements of all applicable laws pertaining to the assistance described herein and in entering into this Agreement. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

VII. WARRANTIES OF THE DEVELOPER.

- A. The Developer represents and warrants to the City that the Developer is an Illinois limited liability company duly organized and existing under the laws of the State of Illinois and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.
- B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.
- C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

VIII. INDEMNIFICATION.

The Developer shall indemnify and hold harmless City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from (A) the failures of Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by Developer) to timely pay any contractor, subcontractor, laborer or material man; (B) any default or breach of the terms of this Agreement by Developer; and (C) any negligence or reckless or willful or wanton misconduct of Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by Developer).

Developer shall, at Developer's sole cost and expense, appear, defend and pay all reasonable attorney's fees, costs and other expenses arising therefrom or incurred in connection with this indemnification. If any judgment shall be rendered against City, its agents, officers, officials or employees in any such action, Developer shall, at Developer's sole expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any acts or omissions of negligence or reckless or willful or wanton misconduct on the part of the City or any of its officers, agents, employees or contractors.

IX. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between Developer and City as to this Agreement and its burdens and benefits shall insure to the benefit of, and shall be binding upon the Parties hereto and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded and may be modified only by written amendment signed by Developer and City.

X. AMENDMENTS.

No material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term “**material**” for purposes of this Section X shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental or construction obligation of the Developer by more than five percent (5%) or materially changes the character of the Redevelopment Project or any activities undertaken by Developer affecting the Phase 1 Project Land, the Redevelopment Project, or both, or increases any time agreed for performance by Developer by more than 180 days.

XI. ASSIGNMENT.

Prior to the issuance of a Certificate of Completion, the Developer hereunder may assign the rights, duties, and obligations of Developer to affiliated entities; provided, however, that assignments to other entities may be made only with the prior written consent of the City (which consent shall not be unreasonably withheld). If a request for consent is not denied in writing on or before thirty (30) days after Developer’s written request, such consent shall be deemed given. This Agreement is binding on all successors and assignees.

XII. SUBORDINATION TO LENDER FINANCING.

The City’s interest under this Agreement shall be subordinate to any mortgage, deed of trust or security instrument recorded against the Phase 1 Project Land or the Redevelopment Project, securing the interest of a lender providing financing to enable Developer’s performance of its obligations under this Agreement (“**Lender Financing**”). If the City requests, the Developer shall deliver to the City at the Closing a junior mortgage (the “**Junior Mortgage**”) substantially in the form of Exhibit E attached hereto, together with such financing statements as the City may require. At any time after the issuance of the Certificate of Completion, following a request by Developer, the City agrees to release the Junior Mortgage and consents to the recording of such release. The Junior Mortgage shall be subordinate to all Lender Financing.

XIII. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

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

XIV. DEFAULT.

Subject to Section XV below, the following events shall be considered a “**default**” under this Agreement and subject to the requirements and remedies set forth in Section XV of this Agreement:

- A. A material breach of this Agreement by either City or Developer.
- B. A material breach of any term or condition of the purchase agreement for the purchase and sale of the Phase 1 Project Land by either City or Developer.

- C. The Developer ceases to be permitted to do business in good standing in Illinois by the Secretary of State or other regulatory agency of the Illinois government for a period of ninety (90) days or more.

XV. NOTICE OF DEFAULT AND REMEDIES UPON DEFAULT.

- A. In the event either party is in default hereunder (the "**Defaulting Party**"), the other party (the "**Non-Defaulting Party**") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.
- B. If, in the City's reasonable judgment exercised in good faith and with honesty in fact, the Developer is in default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.
- C. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and the applicable cure period described in Paragraph B above has expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section XV.C, the City's sole obligation shall be to record, in the office of the Rock Island County Record, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XV.C, in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

- D. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.
- E. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonably attorney's fees, incurred in connection with such action.
- F. The rights and remedies of the Parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

XVI. NON-DISCRIMINATION.

The Developer agrees that neither the Phase 1 Project Land nor any portion thereof, shall be sold to, leased, or used by the Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identify, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations of the Phase 1 Project Land shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

XVII. NOTICES.

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

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

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

TO DEVELOPER: The Mills at Riverbend Commons, LLC
c/o Three Corners Developer, Inc.
15426 S. 70th Court
Orland Park, IL 60462
Attn: Christopher Woods and Mark Marshall

WITH A COPY TO: DLA Piper LLP (US)
203 N. LaSalle Street
Suite 1900
Chicago, IL 60601
Attn: David L. Reifman, Esq.
Mariah F. DiGrino, Esq.

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

XVIII. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

XIX. HEADINGS.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

XX. RECITALS AND EXHIBITS.

The recitals set forth above and the exhibits attached hereto are an integral part of this Agreement and are incorporated herein by this reference and made a part of this Agreement.

XXI. APPLICABLE LAW.

This Agreement, and each of its subparts and incorporated items thereto shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.

XXII. SEVERABILITY.

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

XXIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

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

XXIV. ASSURANCE OF FURTHER ACTION.

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

XXV. DISCLAIMER OF THIRD PARTY BENEFITS.

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

XXVI. UNAVOIDABLE DELAYS.

The times for performance set forth in this Agreement shall be automatically extended by and for the duration of any of the following ("**Unavoidable Delays**"): Act of God, casualties, war, embargo, riots, strikes, unavailability of materials (but not failure of a party to pay for such materials), litigation commenced by third persons (including litigation seeking to enjoin the ability of a party to act), and all other acts or omissions, causes or events which are with respect to the performing party beyond that party's control.

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

(Signature provisions on following page)

THE CITY OF MOLINE, ILLINOIS

THE MILLS AT RIVERBEND
COMMONS, LLC, an Illinois limited
liability company

DATED: _____

DATED: 31 Oct 2013

By: _____
[PRINTED NAME _____]

By: [Signature]
[PRINTED NAME _____]

Attest: _____
[PRINTED NAME], City Clerk

Mark S. Marshall

Approved as to form:

Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY KORANDA** to me and, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of said City as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

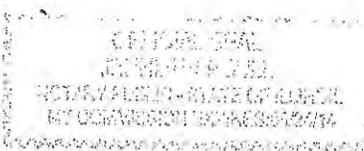
(seal)

Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this day of 10/31, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Mark Marshall to me and, being by me duly sworn, did say that he is the V.P. of Housing of The Mills at Riverbend Commons, LLC, an Illinois limited liability company, executing the within and foregoing instrument to which this is attached; that s/he voluntarily executed said instrument on behalf of said company and acknowledged the execution of said instrument to be the voluntary act and deed of said company.

(seal)



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots One (1) and Two (2) of Technology Corridor First Addition situated in the City of Moline, County of Rock Island, and State of Illinois.

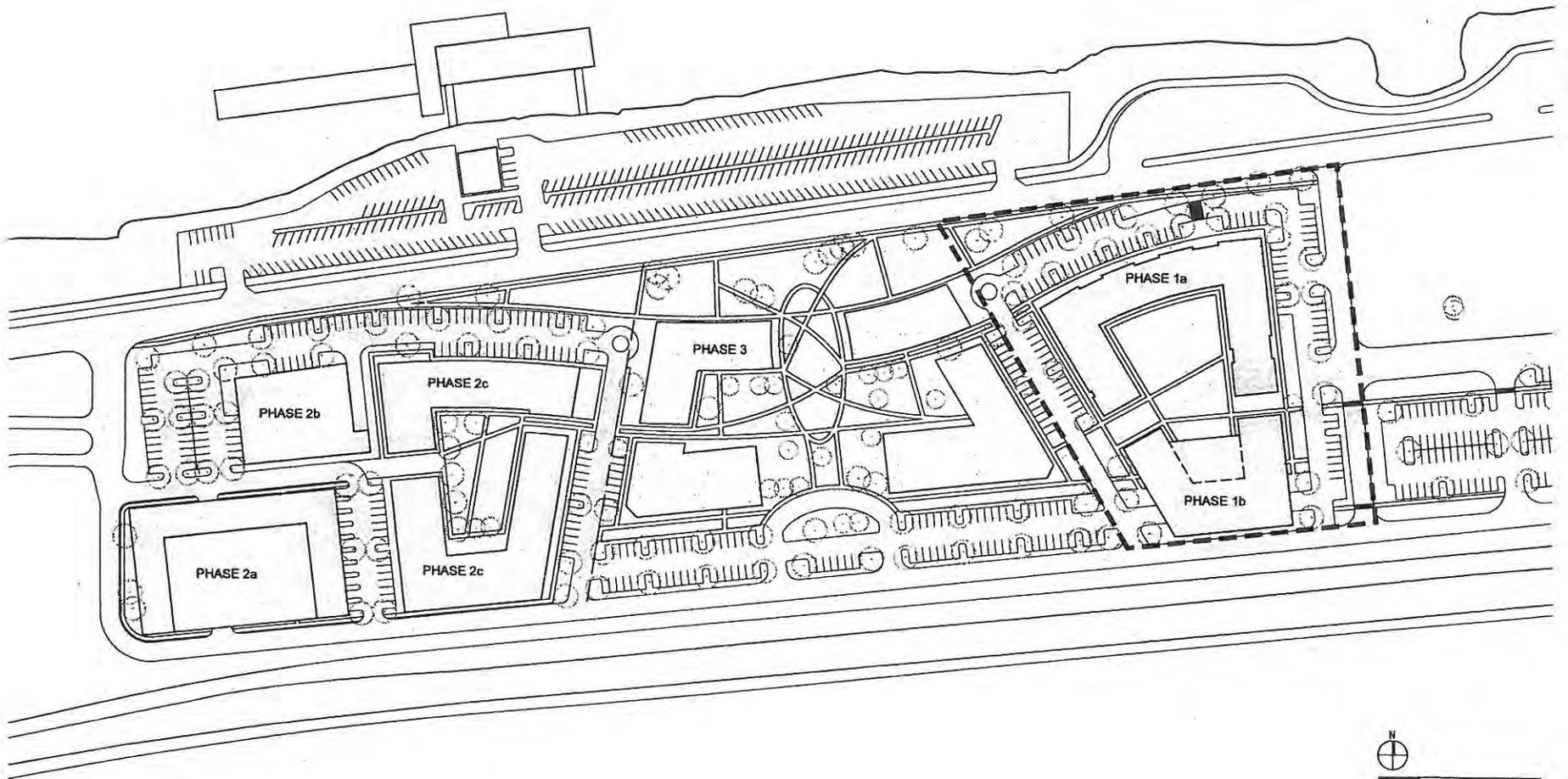
EXHIBIT B

DEVELOPMENT TIMETABLE

| | |
|--|--------------------|
| Complete the Pre-Closing Work: | December 15, 2013 |
| Purchase the Phase 1 Project Land: | December 30, 2013 |
| Complete construction of the Mixed-Use Facility: | September 30, 2014 |
| Execute a design services contract for the design of Phase 2A: | November 15, 2013 |
| Initiate DBMT process for Phase 2A: | December 1, 2013 |
| Deliver schematic plans for Phase 2A: | June 30, 2014 |
| Commence construction of Phase 2A: | June 30, 2016 |

Developer will comply with all City Ordinances and Requirements for Building Permits. In addition all required DBMT and City Approvals will be complied with and the Schedule may be altered accordingly.

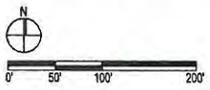
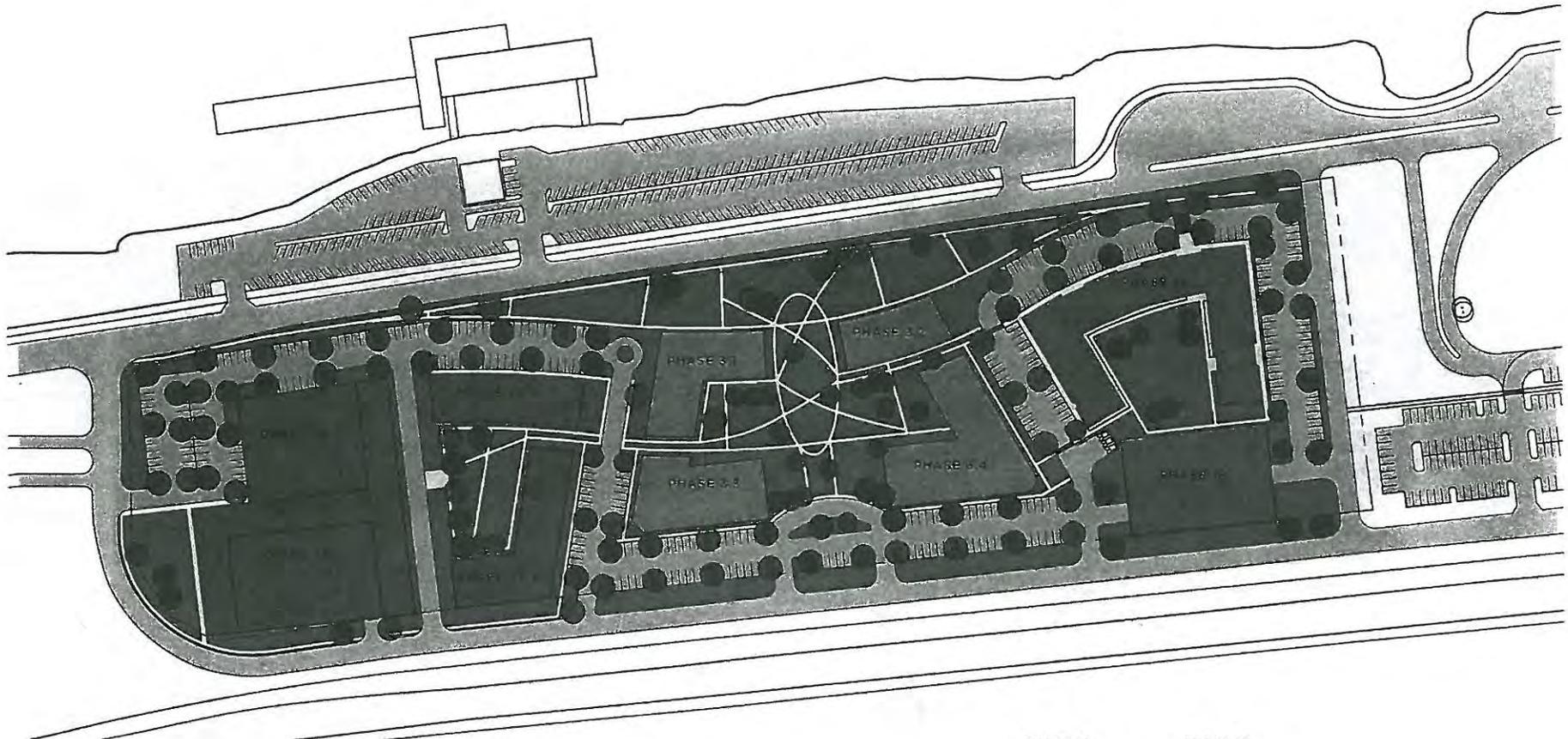
EXHIBIT C
SCHEMATIC DESIGN DOCUMENTS





HOLABIRD & ROOT

RIVER BEND COMMONS / PERSPECTIVE WITH FLAGS



| | | | |
|---|--|---|--|
| PHASE 1A 3 story Residential 1 story Retail 107,990 SF | PHASE 1B 2 story Parking 2 story Residential 75,000 SF | | |
| PHASE 2A 1 story Retail 2 story Residential 3 Story Parking 141,000 SF | PHASE 2B 1 story Retail 19,500 SF | PHASE 2C.1 3 story Residential 1 story Retail 45,500 SF | PHASE 2C.2 2 story Parking 2 story Residential 57,700 SF |
| PHASE 3.1 1 story Retail 13,100 SF | PHASE 3.2 1 story Retail 8,550 SF | PHASE 3.3 2 story Retail 26,200 SF | PHASE 3.4 2 story Retail 41,630 SF |



HOLABIRD & ROOT

RIVER BEND COMMONS / MASTER PLAN



PHASE 1A

Floor 1 - 5,343 SF Residential

20,087 SF Retail

Floor 2 - 27,520 SF Residential

Floor 3 - 27,520 SF Residential

Floor 4 - 27,520 SF Residential

Total Building GSF - 107,990

PHASE 1B

Floor 1 - 21,600 SF Parking

Floor 2 - 21,600 SF Parking

Floor 3 - 16,000 SF Residential

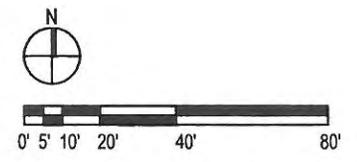
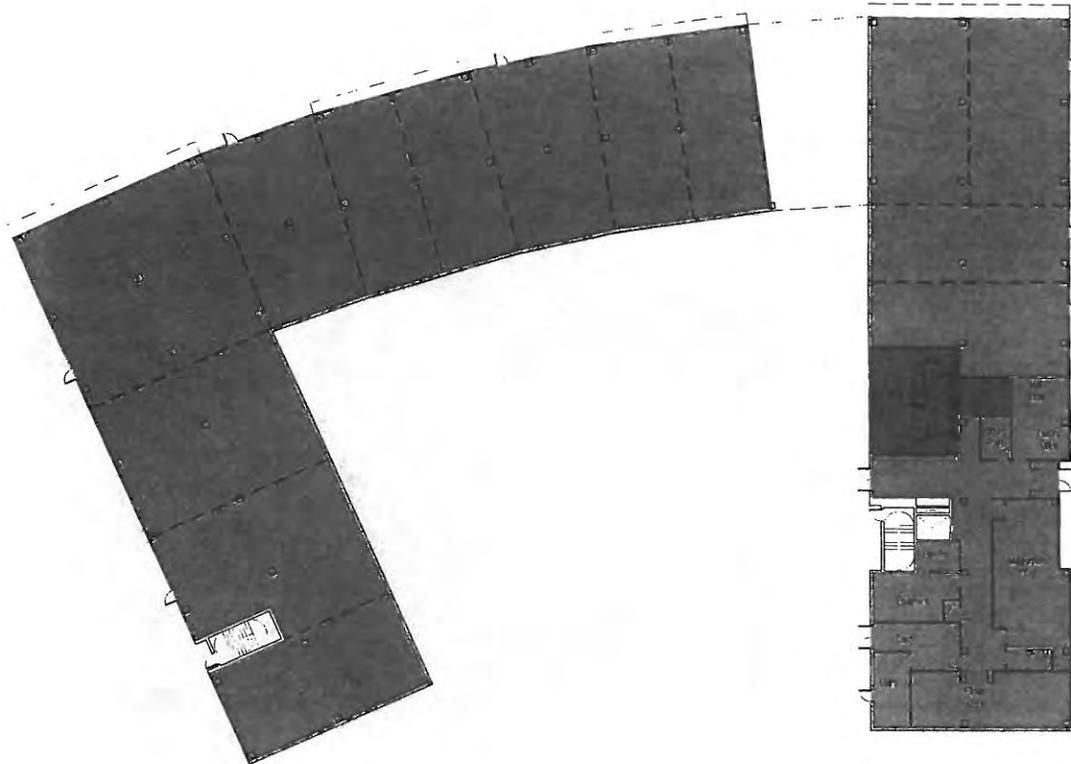
Floor 4 - 16,000 SF Residential

Total Building GSF - 75,000



HOLABIRD & ROOT

RIVER BEND COMMONS / PHASE 1 SITE PLAN

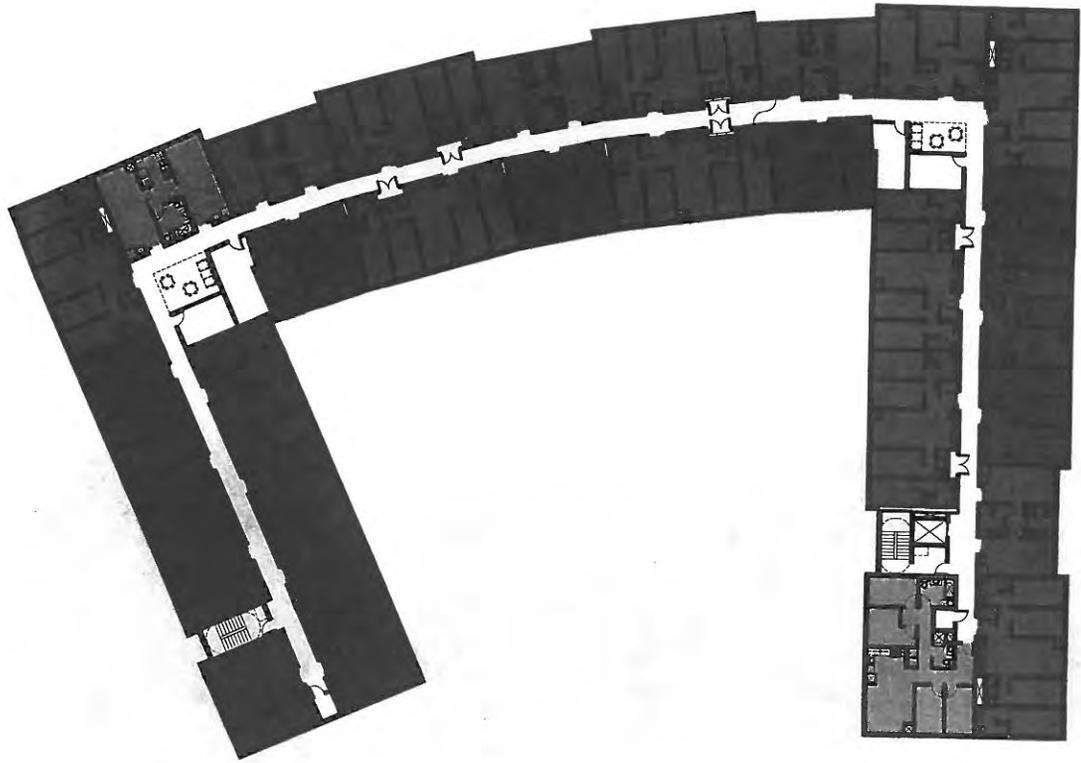


■ AMENITY SPACE
 ■ BUILDING MANAGEMENT
 ■ RETAIL
 GROSS SQUARE FOOTAGE - 25,380
 TOTAL BUILDING GSF - 107,990



HOLABIRD & ROOT

RIVER BEND COMMONS / FIRST FLOOR PLAN



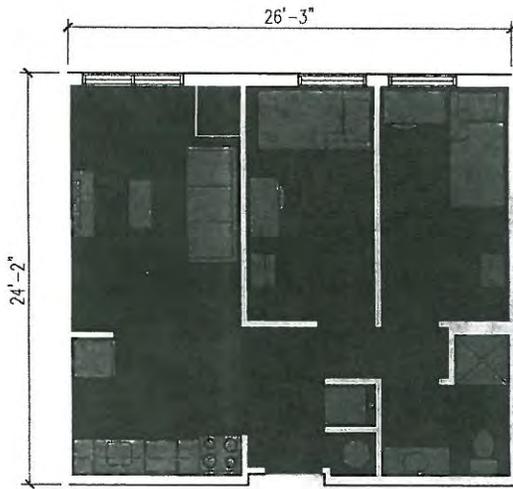
- TYPE A - 42 UNITS
- TYPE A ADA - 3 UNITS (1 FULLY ACCESSIBLE)
- TYPE B - 12 UNITS
- TYPE B ADA - 3 UNITS (1 FULLY ACCESSIBLE)
- TYPE C - 27 UNITS
- TYPE C ADA - 3 UNITS (1 FULLY ACCESSIBLE)

TOTAL # OF UNITS - 90
 GROSS SQUARE FOOTAGE - 27,529
 TOTAL BUILDING GSF - 107,977

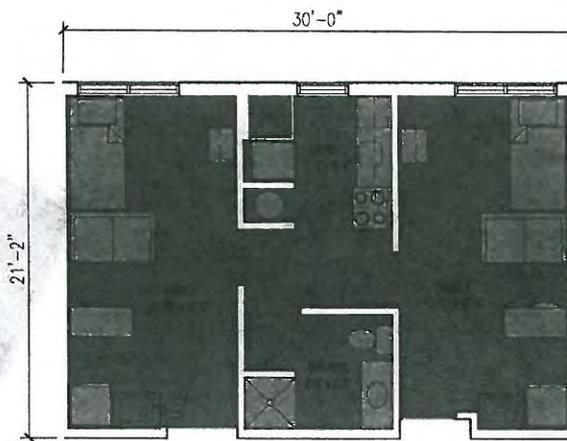


HOLABIRD & ROOT

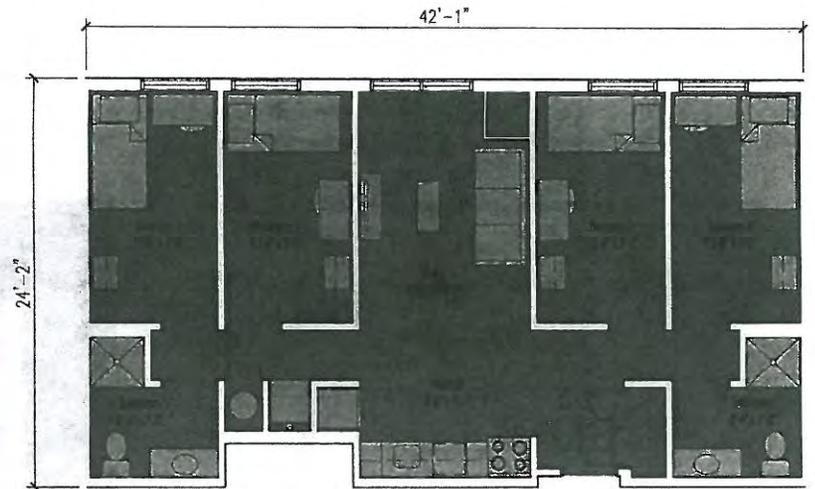
RIVER BEND COMMONS / SECOND FLOOR PLAN



UNIT A / Bed, 1 Bath Double Occupance
631 gsf, 316 sf per bed



UNIT B / 2 Bed, 1 Bath Studio Pair
625 gsf, 313 sf per bed



UNIT C / 4 Bed, 2 Bath Quad Occupancy
994 gsf, 249 sf per bed



HOLABIRD & ROOT

RIVER BEND COMMONS / UNIT PLANS



HOLABIRD & ROOT

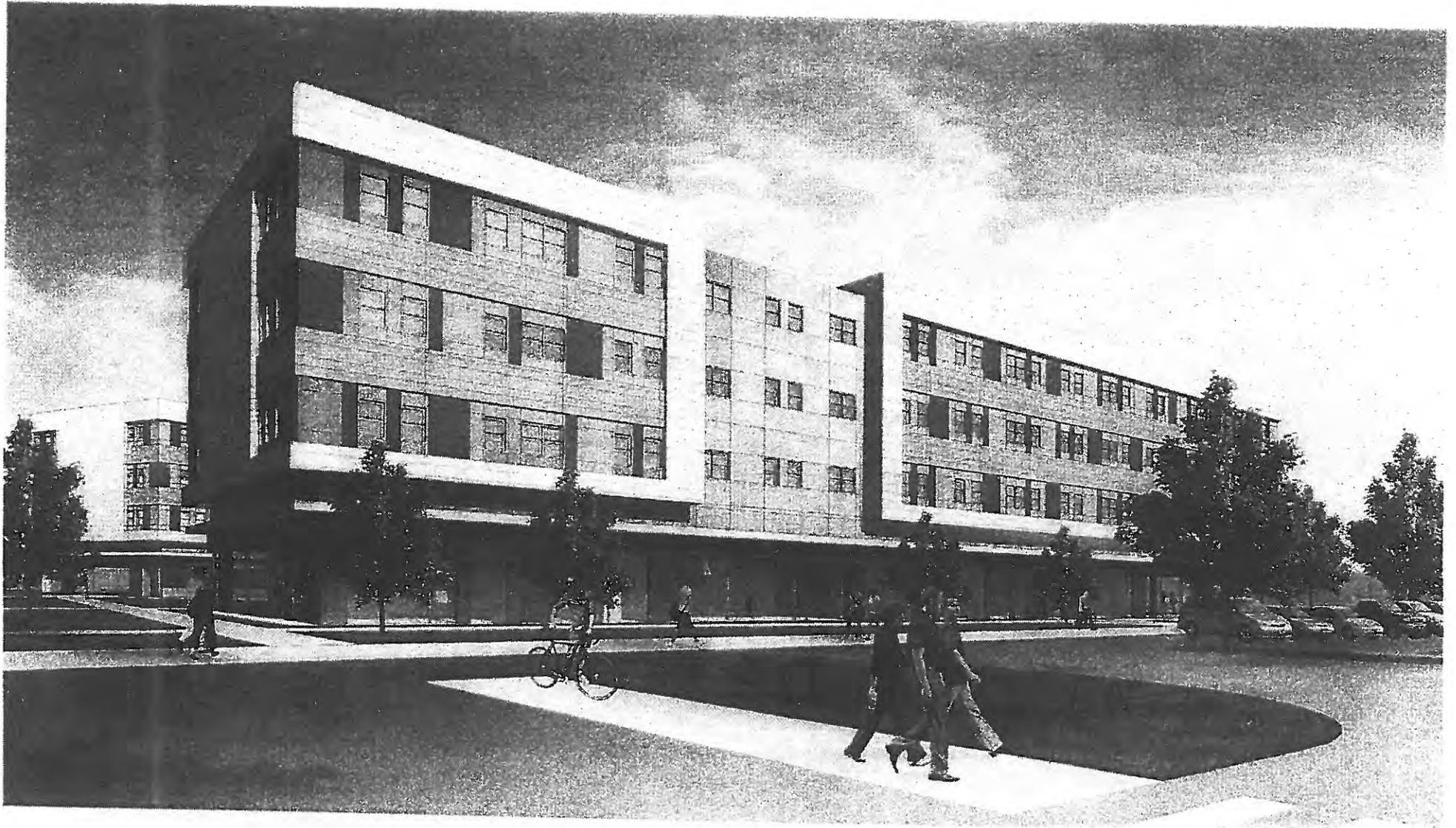
RIVER BEND COMMONS / PERSPECTIVE

HOLABIRD & ROOT

RIVER BEND COMMONS

EXTERIOR RENDERING

August 20th, 2013



HOLABIRD & ROOT

RIVER BEND COMMONS

EXTERIOR RENDERING

August 20th, 2013

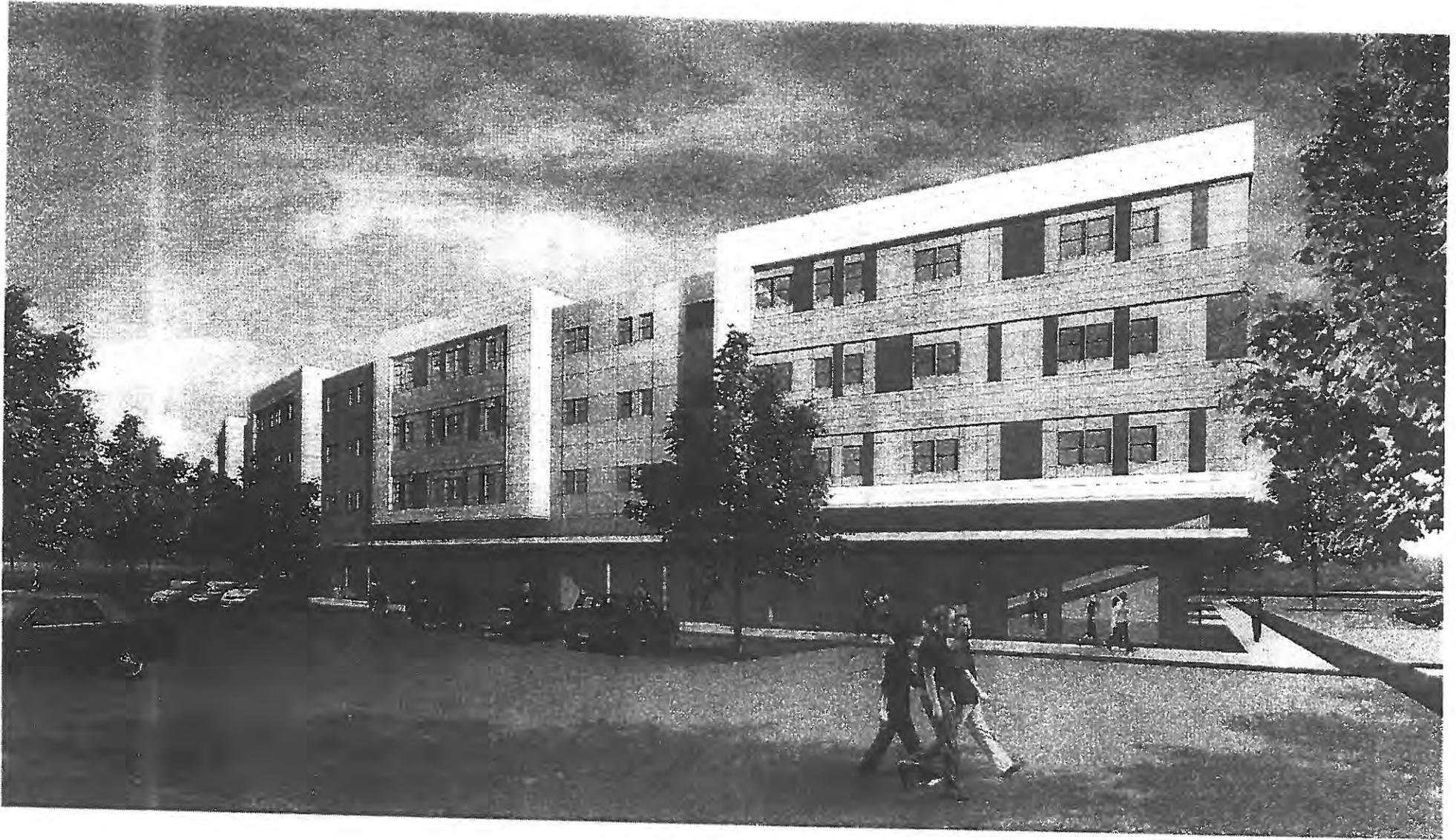


EXHIBIT D

FORM PURCHASE AGREEMENT

AGREEMENT, by and between, **THE MILLS AT RIVERBEND COMMONS, LLC** an Illinois limited liability company (hereinafter "**Buyer**"), located at _____, Illinois, and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Seller**"), located in Moline, Illinois.

WITNESSETH:

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

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

Sec. 1. PURCHASE PRICE

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the Seller, and the Seller will sell the Property to the Buyer and pay therefore the amount of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00) (the "**Purchase Price**"), payable by certified funds to Seller at closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before the **__ day of _____, 2014**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Sellers, and Buyer shall accept the conveyance at such time and place. Possession shall be given at closing.

Sec. 3. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Seller shall convey title to the Property by Special Warranty Deed ("**Deed**"). Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the property will become Buyer's rights. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning,

building, and land subdivision laws and regulations; and

2. All easements of record including but not limited to easements and lease agreements for cell tower equipment; and
3. Matters that would be revealed by an ALTA survey of the Property.

(b) Proration of Taxes and Adjustments.

1. Seller shall be current on all tax payments and shall pro-rate general real estate taxes for the current tax year at time of closing; and
2. There are no leases for the subject Property requiring a credit for deposits or proration of rents.

(c) Expenses of Transfer. Buyer shall pay: (1) Recording fees for Deed and mortgage, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required. Seller shall, at its sole cost and expense and prior to closing, deliver to Buyer a title commitment for an Owner's title policy issued by a title company showing good and indefeasible title to the Property vested solely in Seller. On the closing date, Seller shall cause the title company to issue an Owner's Policy of Title Insurance covering the Property in the amount of the Purchase Price, showing fee simple title vested in Buyer. Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.

(d) Settlement Procedures. To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).

(e) Affidavit of Foreign Status. Sellers will sign an affidavit that Sellers are not a "foreign person" under the Internal Revenue Act of 1862, as amended.

(f) Special Assessments. Seller will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.

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

**Sec. 4. PROPERTY CONDITION AND CERTAIN
OTHER ACTION BY BUYER**

(a) Property Condition.

1. Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property in "As Is" condition.

(b) Utility Payments. Upon closing, the Buyer will be responsible for all utility payments, including but not limited to, water, sewer, storm water, electricity, and gas bills.

**Sec. 5. COVENANTS BINDING UPON SUCCESSORS IN INTEREST:
PERIOD OF DURATION**

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

(b) Buyer and Seller executed a Development Agreement on _____, 2013, for the redevelopment of the property subject to this Purchase Agreement. In the event that Buyer terminates the Development Agreement prior to the issuance of a Certificate of Completion, or in the event the Developer is found to be in default of the Development Agreement in accordance with the terms of default therein, then the Seller shall have the right, upon written demand to Buyer to purchase the Phase 1 Project Land back from the Developer for the purchase price of One Million Seven Hundred Thousand Dollars (\$1,700,000) subject to the terms in the Development Agreement. The City's right to repurchase the Phase 1 Project Land shall expire (i) upon issuance of the Certificate of Completion; or (ii) one hundred twenty (120) days after the Buyer's termination of this Agreement or the date on which Buyer is found to be in default, as the case may be; provided, however, that this period shall be tolled for any periods during which the City is actively engaged in settlement discussions with lienholders. This covenant shall be recorded with the Rock Island County Recorder of Deeds upon the closing of Seller's sale and the Buyer's purchase of the property subject to this Agreement. The City shall record a release of this right to repurchase promptly upon expiration of this covenant.

**Sec. 6. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT
INDIVIDUALLY LIABLE**

No member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or interest of any corporation, partnership or association in which he is directly, indirectly, interested. No member, official or employee of the City shall be personally liable to the City or any successor in interest

in the event of any default or breach by the City or for any amount which may become due to the City or successor or on any obligations under the terms of this Agreement.

Sec. 7. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Sec. 8. ENTIRE AGREEMENT

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

Sec. 9. APPLICABLE LAW

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

Sec. 10. SEVERABILITY

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

Sec. 11. ASSURANCE OF FURTHER ACTION

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

Sec. 12. ACCEPTANCE BY SELLER

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase by the Buyer on the terms stated above. Buyer acknowledges and agrees that this Agreement is subject to Seller's right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by _____, 2014, this offer and Agreement shall be void. The parties understand that the City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon the City, its officers, employees or agents.

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

IN WITNESS WHEREOF, _____ LLC, Buyer, has caused this Agreement for Sale of Real Estate to be executed this _____ day of _____, 201_.

STATE OF _____)

) SS:

COUNTY OF _____)

On this _____ day of _____, 201_, before me, a Notary Public in and for said County and State aforesaid, personally appeared _____, to me personally known, who being by me duly sworn (or affirmed) did say that he is a **Member** of _____ LLC, an Illinois limited liability company, and that said instrument was signed on behalf of the company by said _____ as **Member** of said company. _____ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)

NOTARY PUBLIC

IN WITNESS WHEREOF, the **CITY OF MOLINE, Seller**, has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this _____ day of _____, 201_.

City of Moline (Seller)

Attest:

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

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

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

Approved as to form:

Maureen E. Riggs, City Attorney

Prepared by:

Maureen E. Riggs
City Attorney
City of Moline
619 16th Street
Moline, IL 61265
Phone: (309) 524-2021
Fax: (309) 524-2020

SCHEDULE A
Legal Description

EXHIBIT E

FORM OF JUNIOR MORTGAGE

**Prepared by and after
recording return to:**

**Maureen Riggs
City of Moline
619 16th Street
Moline, IL 61265**

This space reserved for Recorder's use only.

JUNIOR CONSTRUCTION MORTGAGE

THIS JUNIOR CONSTRUCTION MORTGAGE ("Mortgage") is made and given as of _____ day of _____, 20____, by The Mills at Riverbend Commons, LLC, an Illinois limited liability company, having an address at c/o Three Corners Development, Inc., 15426 S. 70th Court, Orland Park, Illinois 60462 ("Mortgagor"), to the CITY OF MOLINE, an Illinois municipal corporation, having its principal office at 619 16th Street, Moline, Illinois 61265 ("City" or "Mortgagee").

RECITALS

WHEREAS, the City Council of the City, by Resolution No. _____ adopted _____ (the "Resolution"), authorized the execution by Mortgagor and the City of that certain Development Agreement dated as of _____, 2013, a copy of which has been recorded prior to the recording of this Mortgage (such agreement, as amended, supplemented or modified, the "Development Agreement"); and

WHEREAS, all terms, unless defined herein, shall have the meaning given to them in the Development Agreement; and

WHEREAS, the Development Agreement provides, among other things, for the Mortgagor to construct a mixed-use student housing and retail facility (the "Redevelopment Project") center on property in the City of Moline, Illinois located in the vicinity of the Western

Illinois University-Quad Cities campus and legally described on Exhibit A attached hereto (the "Land"); and

WHEREAS, the Redevelopment Project will be financed in part with City Funds, up to a maximum aggregate amount of \$3,300,000, plus up to \$150,000 for reimbursement of certain Pre-Closing Work (the "City Funds"), to pay for or reimburse the Mortgagor for Redevelopment Project costs, as further described in the Development Agreement; and

WHEREAS, as consideration for the use of the City Funds, as well as the receipt of other benefits from the City as are described in the Development Agreement, the Mortgagor has agreed to construct the Redevelopment Project in accordance with the terms and conditions of the Development Agreement; and

WHEREAS, prior to the issuance of a Certificate of Completion under the Development Agreement, the City's obligation of the Mortgagor to pay the City the City Funds pursuant to the Development Agreement, all Protective Advances (as hereinafter defined) and other amounts payable under this Mortgage whether now owing or hereafter accruing (the "Reimbursement Obligation"); and

WHEREAS, the parties intend that this Mortgage secure the Developer's obligation under the Development Agreement to construct the Redevelopment Project and, in the event of Developer's default under the Development Agreement, to secure repayment of the City Funds disbursed to Developer, the payment of all Protective Advances (as hereinafter defined) and other amounts payable under this Mortgage whether now owing or hereafter accruing (the "Reimbursement Obligation");

NOW, THEREFORE, in order to charge the properties, interests and rights hereinafter described with such mortgage lien, Mortgagor has executed and delivered the Mortgage and does hereby grant, convey, assign, mortgage, warrant, grant a security interest in, and confirm unto, Mortgagee and its successors and assigns forever, all of the following rights, interests, claims and property (collectively, the "Mortgaged Property"), subject to the title matters, liens and encumbrances set forth in Exhibit B attached hereto:

(A) The Land, together with all easements, water rights, hereditaments, mineral rights and other claims, rights and interests appurtenant thereto;

(B) All buildings, structures and other improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Redevelopment Project, all fixtures or attachments of every kind and nature whatsoever now or hereafter owned by Mortgagor which are or shall be attached to, located in or on, forming a part of, used or intended to be used in connection with or incorporated in the Land or such buildings, structures and other improvements, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

(C) All tenements, easements, rights-of-way and rights used as a means of access to the Land and Improvements and appurtenances thereto now or hereafter belonging or pertaining thereto;

(D) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

(E) all right, title and interest of Mortgagor in and to all fixtures, personal property of any kind or character now or hereafter attached to, contained in and used or useful in connection with the Land or the Improvements, together with all furniture, floor covering, fittings, furnishings, apparatus, goods, systems, fixtures and other items of personal property of every kind and nature, now or hereafter located in, upon or affixed to the Land or the Improvements, or used or useful in connection with any present or future operation of the Land or the Improvements, including, but not limited to, all apparatus and equipment used to supply heat, gas, air conditioning, water, light, power, refrigeration, electricity, plumbing and ventilation, including all renewals, additions and accessories to and replacements of and substitutions for each and all of the foregoing, and all proceeds therefrom (the "Equipment");

(F) all of the estate, interest, right, title or other claim or demand which Mortgagor now has or may acquire with respect to (i) proceeds of insurance in effect with respect to the Land, the Improvements or the Equipment, and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of all or any portion of the Land, the Improvements or the Equipment;

(G) all intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of Mortgagor, including, but not limited to cash, accounts receivable, bank accounts, certificates of deposit, rights (if any) to amounts held in escrow, deposits, judgments, liens and causes of action, warranties and guarantees, relating to the Land, the Equipment or the Improvements;

(H) all other property rights of Mortgagor of any kind or character related to all or any portion of the Land, the Improvements or the Equipment; and

(I) the proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding clauses.

All of the Land, Improvements, estate and property hereinabove described, real, personal and mixed, whether or not affixed or annexed, and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the Land and Improvements and to be appropriated to the use thereof, and shall for the purposes of the Mortgage deemed to be conveyed and mortgaged hereby; provided, however, as to any property, aforesaid which does not so form a part and parcel of the Land and Improvements, the Mortgage is hereby deemed also to be a Security Agreement under the Uniform Commercial Code of the State of Illinois (the "Code") for the purposes of granting a security interest in such property, which Mortgagor hereby grants to Mortgagee as secured party (as defined in the Code) and as also contemplated and provided for in Section 6.10 hereof.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Code, a security interest in all of the above-described property which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (b) the repayment of the Reimbursement Obligation.

SECTION I

INCORPORATION OF RECITALS

The Mortgagor acknowledges and agrees that the recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference.

SECTION II

INCORPORATION OF REDEVELOPMENT AGREEMENT PROVISIONS

The Mortgagor acknowledges and agrees that all of the sections of the Development Agreement cited in the Recitals to this Mortgage, along with all defined terms used in such sections and all other defined terms from the Development Agreement that are used in this Mortgage, together with such other provisions of the Development Agreement as may be necessary to reasonably construe such sections and defined terms, are incorporated herein by reference as if fully written out and included as definitions and independent covenants in this Mortgage.

SECTION III

COVENANTS

The Mortgagor covenants, represents and warrants to Mortgagee that:

3.1 Development Agreement Covenants. Mortgagor shall comply with obligations set forth in the Development Agreement.

3.2 Maintenance of the Mortgaged Property. (a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, shall not commit or suffer any waste thereof, and shall keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property upon reasonable prior notice at reasonable times to assure compliance with the terms of the Mortgage.

(d) Mortgagor shall comply with, and cause the Mortgaged Property to comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of any governmental authority applicable to the Mortgaged Property, or any part thereof, and with all recorded restrictions and encumbrances affecting the Mortgaged Property, or any part thereof.

3.3 Taxes and Assessments. (a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed or is otherwise in compliance with the applicable provisions of the Development Agreement with respect thereto.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

3.4 Insurance. Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as are required of Mortgagor by the Development Agreement, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies for insurance shall provide that the same shall not be canceled, except upon sixty (60) days prior written notice to Mortgagee.

3.5 Subordination and Standstill.

(a) Mortgagee by acceptance of this Mortgage acknowledges that the Mortgage shall be subject and subordinate in all respects to any mortgage from Mortgagor (the "First Mortgage") in favor of a lender providing lender financing for the Redevelopment Project ("Senior Lender"), and shall also be subordinate to any mortgage(s) (all such mortgages, a "Permanent Mortgage") that replace the First Mortgage (or any Permanent Mortgage). The agreement by the Mortgagee to be the subordinate to a Permanent Mortgage on the terms hereunder shall be reflected by a subordination agreement between the Mortgagee and the Senior Lender named as the mortgagee under such Permanent Mortgage, at the request of such Senior Lender.

(b) Notwithstanding anything to the contrary contained in this Mortgage, Mortgagee agrees that until all of the terms and provisions of any First Mortgage or Permanent Mortgage, as applicable, shall no longer be in effect, Mortgagee will not exercise any right under the

Mortgage without the prior written consent of the Senior Lender, to be given or withheld in the sole discretion of the Senior Lender.

(c) Senior Lender has the right to settle any and all insurance claims and condemnation actions and the right to distribute insurance and condemnation awards and proceeds of any other disposition of the Redevelopment Project, and rents and other income generated from the Phase 1 Project Land, in accordance with any senior loan documents entered into with respect to any First Mortgage or Permanent Mortgage without the consent of Mortgagee.

SECTION IV

REIMBURSEMENT OBLIGATION

4.1 Generally. The maximum aggregate amount of the Reimbursement Obligation secured by the Mortgage shall be limited to the amount of City Funds actually received by the Developer under the Development Agreement, all Protective Advances (as hereinafter defined) and other amounts payable under this Mortgage whether now owing or hereafter accruing. Pursuant to the terms of the Development Agreement, Mortgagor shall complete the Redevelopment Project in accordance with the terms and conditions of the Development Agreement, which completion shall be evidenced by the City's issuance of a Certificate of Completion

4.2 Recapture. If Mortgagor fails to complete the Redevelopment Project in accordance with the terms and conditions of the Development Agreement, and after the delivery of written notice and the expiration of any applicable cure period, the City shall be entitled to recapture, and Mortgagor shall be obligated to pay the City, an amount equal to the funds then subject to recapture (as described in Section 4.1 above). The Mortgagee may proceed to foreclose this Mortgage and to exercise any other rights and remedies available to Mortgagee under this Mortgage and the Development Agreement and at law, in equity or otherwise.

4.3 Release of Mortgage. Upon the issuance of a Certificate of Completion by the City, Mortgagor shall be deemed to have fully complied with the provisions contained in the Mortgage, and Mortgagor shall be under no further obligation to Mortgagee. In addition, if Mortgagor has paid to the City the entire amount of the Reimbursement Obligation which would then be due (calculated as if there had been a failure by Mortgagor to comply with the Covenants) as described in Section 4.1 then Mortgagor shall be under no further obligation to Mortgagee hereunder. In either event, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage. Said release shall be in recordable form.

SECTION V

DEFAULT

5.1 Events of Default. The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean the failure by Mortgagor to duly observe or perform any

material term, covenant, condition, or agreement of the Mortgage or, prior to issuance of the Certificate of Completion, the Development Agreement, after the expiration of all cure periods, if any, as provided herein or in the Development Agreement.

5.2 Mortgagee's Options; Subrogation; Acceleration; Cure. In case of an Event of Default, Mortgagee may make any payment or perform any act required of Mortgagor and may make full or partial payments of principal or interest on any lender providing financing to Developer to facilitate construction of the Redevelopment Project or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem the Mortgaged Property from any tax sale or forfeiture affecting the Mortgaged Property or contest any tax or assessment thereon. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Mortgaged Property and the lien hereof, shall be deemed additional indebtedness secured hereby. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

(b) To the extent that Mortgagee, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or Mortgagor or any other person or entity pays any such sum with the proceeds of the indebtedness secured hereby, Mortgagee shall have and be entitled to a lien or other interest on the Mortgaged Property equal in priority to the lien or other interest discharged and Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Mortgagee in securing the indebtedness secured hereby; provided however Mortgagee shall not be entitled to a lien or other interest in the Mortgaged Property pursuant to any lien created by the documents pertaining to Developer's lender financing for the Redevelopment Project.

(c) If an Event of Default shall have occurred under the Development Agreement (prior to issuance of a Certificate of Completion) or the Mortgage, and shall have continued for thirty (30) days following the receipt of notice thereof from Mortgagee to Mortgagor, the amount of the Reimbursement Obligation for which Mortgagor is then liable (as determined by Section 4.1 above) and secured hereby, at Mortgagee's sole option, shall immediately become due and payable without further notice or demand; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if Mortgagor has commenced efforts to cure, then, the time to cure shall be extended so long as said party diligently continues to cure such default; provided, further, that no such notice and cure provisions described above shall apply with respect to an Event of Default arising from the failure by Mortgagor to perform the Covenants, as the notice and cure periods, if any, of the Development Agreement shall apply to such Event of Default.

(d) Except as otherwise permitted by the terms of the Development Agreement or by Mortgagee's written consent, any sale, partial sale, refinancing, syndication or other disposition of all or substantially all of the Mortgaged Property (other than in the ordinary course of the Mortgagor's business) shall entitle the Mortgagee to declare the Reimbursement Obligation for which Mortgagor is then liable (as determined by Section 4.1 above) and secured hereby

immediately due and payable without further notice or demand; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Mortgagor, with machinery or equipment of like kind and value, whether or not such machinery or equipment is deemed a fixture under applicable provisions of the Code, will not be an Event of Default under the Mortgage, provided Mortgagor, if requested to do so by Mortgagee, executes such documents as may be necessary or deemed appropriate to assure Mortgagee of a continuing perfected secured interest in such replacement or substituted machinery, equipment or fixtures.

5.3 Remedies. Mortgagee's remedies as provided in this Mortgage and the Development Agreement shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of Mortgagee and may be exercised as often as occasion therefor shall arise, and shall not be exclusive but shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute.

5.4 Additional Indebtedness. In the event that the Mortgagee retains an attorney to: (a) assist in collecting amounts owed or enforcing the Mortgagee's rights under this Mortgage or the Development Agreement; (b) represent Mortgagee in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Mortgage or the Agreement; (c) protect or enforce the lien of this Mortgage; or (d) represent Mortgagee in any other proceedings whatsoever in connection with this Mortgage, the Development Agreement or the Mortgaged Property, then Mortgagor shall pay to Mortgagee all reasonable attorneys' fees, and all costs and expenses incurred in connection therewith.

5.5 No Waiver. Failure of Mortgagee, for any period of time or on more than one occasion, to exercise any such remedy shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Event of Default. No act of omission or commission of Mortgagee, including specifically any failure to exercise any right or remedy, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by Mortgagee and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of Mortgagee's rights or remedies hereunder. Except as otherwise specifically required herein, notice of the exercise of any right or remedy granted to Mortgagee is not required to be given.

5.6 Right of Possession. To the extent permitted by law, in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the institution of such proceedings or before or after sale thereunder, Mortgagor shall, at the option of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take, actual possession of all or any portion of the Mortgaged Property personally or by its agents or attorneys, and Mortgagee, in its sole discretion, may enter upon, take and maintain possession of all or any portion of the Mortgaged Property.

Upon taking possession of the Mortgaged Property, Mortgagee may make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements in connection with the Mortgaged Property as it may deem judicious to insure,

protect and maintain the Mortgaged Property against all risks incidental to Mortgagee's possession, operation and management thereof, and may receive all rents, issues and profits therefrom.

5.7 Foreclosure Sale. The Mortgaged Property or any interest or estate therein sold pursuant to any court order or decree obtained under this Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by Illinois law. At any such sale, Mortgagee may bid for and acquire, as purchaser, all or any portion of the Mortgaged Property and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

5.8 Application of Proceeds from Foreclosure Sale. Proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, (ii) the amounts owed pursuant to Section 4.1 of this Mortgage, and otherwise due and payable under this Mortgage, with interest thereon at the rate of fifteen percent (15%) per annum (the "Interest Rate"), and (iii) any surplus or remaining funds to Mortgagor, its successors or assigns, as their rights may appear.

5.9 Insurance Upon Foreclosure. Wherever provision is made in the Development Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale. Upon confirmation of sale, Mortgagee shall be empowered to assign all policies of insurance to the purchaser at the sale. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in restoring the Mortgaged Property, shall be used to pay the amount due in accordance with any foreclosure decree that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

5.10 Waiver of Statutory Rights. To the extent permitted by law, Mortgagor shall not apply for or avail itself of any appraisal, valuation, redemption, reinstatement, stay, extension or exemption laws or any so-called "Moratorium Laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage and hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption and rein-statement, on its own behalf and on behalf of each and every person having a beneficial interest in Mortgagor, it being the intent hereof that any and all such rights of redemption or rein-statement of Mortgagor and of all other persons are and shall be deemed to be hereby waived. Mortgagor acknowledges that the Mortgaged Property do not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Illinois Mortgage

Foreclosure Law, 735 ILCS 5/15-1101, et seq. (the "Act") or residential real estate as defined in Section 5/15-1219 of the Act.

5.11 Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the sum then remaining unpaid, together with all interest thereon at the Interest Rate, immediately due and payable without notice, or any other rights of Mortgagee at that time or any subsequent time, without its express written consent, except and to the extent otherwise provided by law.

5.12 Rescission of Election. The obligation to make immediate payment of the City Funds, once such payment becomes due under the terms of this Mortgage, may at the option of Mortgagee be rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed. In either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and powers of Mortgagee shall continue as if such obligation to make immediate payment had not been made or such proceedings had not been commenced, as the case may be.

5.13 Protective Advances; Maximum Amount of Indebtedness. All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

(a) all advances by Mortgagee to: (i) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

(b) payments by Mortgagee of: (i) when due, installments of principal, interest or other obligations in accordance with the terms of the documents evidencing and securing the Lender Financing, if any, or other prior lien or encumbrance; (ii) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (iii) other obligations authorized by this Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

(c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under any mortgages or any other prior liens;

(d) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Sections 5/15-1504(d)(2) and 5/15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of this Mortgage or arising from the interest of Mortgagee hereunder; or (iii) in the

preparation for the commencement or defense of any such foreclosure or other action;

(e) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Act;

(f) advances of any amount required to make up a deficiency in deposits for or payments of installments of taxes and assessments and insurance premiums;

(g) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Act;

(h) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if any interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (vii) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment or loan agreement; (viii) pursuant to any lease or other agreement for occupancy of the Mortgaged Property; and (ix) if this Mortgage is insured, payments of FHA or private mortgage insurance.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(1) the determination of the amount of indebtedness secured by this Mortgage at any time;

(2) the indebtedness found due and owing to Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(3) if the right of redemption has not been waived by this Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5/15-1603 of the Act;

(4) the determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

(5) the application of income in the hands of any receiver or mortgagee in possession; and

(6) the computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

The maximum principal amount of indebtedness secured by this Mortgage shall be the amount of City Funds actually received by the Developer under the Development Agreement, plus any Protective Advances, with interest on such sum at the Interest Rate.

SECTION VI

MISCELLANEOUS PROVISIONS

6.1 Notice. Unless otherwise specified, any notice, demand or request required hereunder shall be given in the same manner as in the Development Agreement.

6.2 Time. Time is of the essence with respect to this Mortgage and the performance of the covenants contained herein.

6.3 Modifications. This Mortgage may not be altered, amended, modified, canceled, changed or discharged except by written instrument signed by Mortgagor and Mortgagee or their respective permitted successors and permitted assigns.

6.4 Headings. The headings of articles, sections, paragraphs and subparagraphs in this Mortgage are for convenience of reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

6.5 Governing Law; Venue; Jurisdiction. This Mortgage shall be construed and enforced according to the internal laws of the State of Illinois without regard to its conflict of laws principles. If there is a lawsuit under this Mortgage, each party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

6.6 Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Mortgage shall be construed as if such invalid part were never included herein and this Mortgage shall be and remain valid and enforceable to the fullest extent permitted by law.

6.7 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

6.8 Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner of the Mortgaged Property or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns. Nothing in this Section 6.8 shall be construed to modify the transfer and assignment limitations set forth in the Development Agreement.

6.9 Further Assurances. Mortgagor will perform, execute, acknowledge and deliver every act, deed, conveyance, transfer and assurance necessary or proper, in the sole judgment of Mortgagee, for assuring, conveying, mortgaging, assigning and confirming to Mortgagee all property mortgaged hereby or property intended so to be, whether now owned or hereafter acquired by Mortgagor, and for creating, maintaining and preserving the lien and security interest created hereby on the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute and record any and all such documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee and its agents as attorney-in-fact for that purpose. Mortgagor will reimburse Mortgagee for any sums expended by Mortgagee in making, executing and recording such documents including attorneys' fees and court costs.

6.10 Security Agreement. This Mortgage shall be construed as a "security agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. Mortgagee shall have all the rights with respect to such fixtures or personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement. Upon the recording hereof, this Mortgage shall constitute a financing statement under the Uniform Commercial Code, with Mortgagor being the Debtor, Mortgagee being the Secured Party, and the parties having the addresses set forth in the recitals. This Mortgage is a "construction mortgage" as that term is defined in Section 9-313(1)(c) of said Uniform Commercial Code.

6.11 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien thereof do not merge in fee simple title, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to the Mortgaged Property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee, as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

[Signatures Appear On Next Page]

IN WITNESS WHEREOF, the undersigned have caused this Mortgage to be executed as of the day and year first above written.

MORTGAGOR:

THE MILLS AT RIVERBEND COMMONS, LLC, an Illinois limited liability company

By: _____

Its: _____

Exhibit A
Legal Description

EXHIBIT B

Those matters set forth as Title Exceptions on Schedule B in the Mortgagee's lender's title insurance policy issued by _____ to the City of Moline as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of The Mills at Riverbend Commons, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, pursuant to the authority given to him by said company, as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

Notary Public

My Commission Expires
(SEAL)

Required Reporting to the Municipality

To comply with 40 ILCS 5/4-134, each Downstate Firefighters Pension Fund is required to prepare a report indicating various statistics of the pension fund. Various items in the report are “actuarial in nature” and, therefore, to avoid errors by the fund, we include a “draft required report” as part of the actuarial valuation package.

Items contained in this report are taken directly from the source data used to prepare the actuarial valuation and from the current and prior actuarial valuation reports prepared by our firm.

Some Pension Boards use this report as the formal request for the tax levy. PLEASE BE ADVISED THAT THIS REPORT IS NOT INTENDED TO REPLACE THE FORMAL REQUEST BY THE FUND. Particular attention should be paid to the “Employer contributions and all other sources” in item 2 and the “estimated amount required to meet the annual requirements of the fund” in item 3(b), both of which are completed based upon the calculated statutory minimum contribution as required by the statute. **These items are not based upon the recommended minimum contribution calculated by our firm and presented in the accompanying actuarial valuation report.**

We strongly suggest that a separate formal request for tax levy be submitted by the Pension Board to the municipality. Your Board attorneys should be consulted for the preparation of this formal request.

REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD
As of 12/31/2012 fiscal year end

(40 ILCS 5/4-134) (from Ch. 108 1/2, par. 4-134)
Sec. 4-134. Report by pension board.

The board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for appropriating and levying taxes for the year for which the report is made.

| | |
|--|--------------|
| 1. | |
| Total Trust Assets (see attachment 1 for complete listing) | |
| Total Assets (market value): | \$24,533,455 |
| Actuarial Value of Assets (see item 8 for explanation): | \$26,794,893 |
| 2. | |
| Estimated receipts during the next succeeding fiscal year from: | |
| Participant Contributions deducted from payroll: | \$429,305 |
| Employer Contributions and all other sources: | \$2,659,916 |
| 3. | |
| Estimated amount required during the next succeeding fiscal year to: | |
| (a) pay all pensions and other obligations provided in this Article: | \$4,326,439 |
| (b) meet the annual requirements of the fund as provided in Sections 4-118 and 4-120: | \$3,089,221 |
| The increase in employer pension contributions resulting from the implementation of P.A. 93-0689 | \$ 51,542 |
| 4. | |
| Total Net Income received from investment of net assets: | \$2,293,625 |
| Assumed Investment Return: | 7.50% |
| Actual Investment Return: | 9.71% |
| Total Net Income received from investment of net assets (FYE 12/31/2011): | \$ 65,418 |
| Assumed Investment Return (FYE 12/31/2011): | 7.50% |
| Actual Investment Return (FYE 12/31/2011): | 2.43% |
| 5. | |
| Total number of Active Employees that are financially contributing to the fund: | 66 |
| 6. | |
| Disbursements to: | |
| (i) Annuitants in receipt of a regular retirement pension: | |
| Total number of annuitants: | 64 |
| Total amount that was disbursed in benefits: | \$3,442,031 |
| (ii) Recipients being paid a disability pension: | |
| Total number of annuitants: | 14 |
| Total amount that was disbursed in benefits: | \$511,949 |
| (iii) Survivors and children in receipt of benefits: | |
| Total number of annuitants: | 20 |
| Total amount that was disbursed in benefits: | \$544,690 |
| 7. | |
| Funded ratio of the fund: | 40.73% |
| 8. | |
| Unfunded Actuarial Accrued Liability: | \$38,993,485 |

The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.

The Actuarial Accrued Liability is the portion of the present value of future plan benefits reflecting projected credited service and salaries determined by the actuarial cost method based upon the plan's actuarial assumptions and not provided for at a valuation date by the actuarial present value of future normal costs. The normal cost is the portion of this present value which is allocated to the current valuation year.

The Actuarial Value of Assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of municipal contributions.

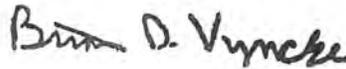
9.

Investment Policy of the pension board under the statutory investment restrictions imposed on the fund.
(See attachment 2)

Certification

I, Brian D. Vyncke, President of the Moline Fire Pension Board, City of Moline, Rock Island County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/4-134.

Witness my hand this _____ day of _____, 2013.



Brian D. Vyncke
President of Moline Fire Pension Board

Source: P.A. 95-950, eff. 8-29-08

REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD
As of 12/31/2012 fiscal year end

(40 ILCS 5/3-143) (from Ch. 108 1/2, par. 3-143)

Sec. 3-143. Report by pension board.

The pension board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for the levying of taxes for the year for which the report is made.

1.

Total Trust Assets (see attachment 1 for complete listing)

| | |
|---|--------------|
| Total Assets (market value): | \$29,289,130 |
| Actuarial Value of Assets (see item 8 for explanation): | \$32,154,576 |

2.

Estimated receipts during the next succeeding fiscal year from:

| | |
|--|-------------|
| Participant Contributions deducted from payroll: | \$533,704 |
| Employer Contributions and all other sources: | \$2,498,484 |

3.

Estimated amount required during the next succeeding fiscal year to:

| | |
|---|-------------|
| (a) pay all pensions and other obligations provided in this Article: | \$114,801 |
| (b) meet the annual requirements of the fund as provided in Sections 3-125 and 3-127: | \$3,032,188 |

4.

| | |
|--|-------------|
| Total Net Income received from investment of net assets: | \$2,797,056 |
|--|-------------|

| | |
|----------------------------|--------|
| Assumed Investment Return: | 7.50% |
| Actual Investment Return: | 10.22% |

| | |
|---|-----------|
| Total Net Income received from investment of net assets (FYE 12/31/2011): | \$685,013 |
|---|-----------|

| | |
|---|-------|
| Assumed Investment Return (FYE 12/31/2011): | 7.50% |
| Actual Investment Return (FYE 12/31/2011): | 2.40% |

5.

| | |
|---|----|
| Total number of Active Employees that are financially contributing to the fund: | 81 |
|---|----|

6.

Disbursements to:

| | |
|--|-------------|
| (i) Annuitants in receipt of a regular retirement pension: | |
| Total number of annuitants: | 59 |
| Total amount that was disbursed in benefits: | \$2,889,224 |
| (ii) Recipients being paid a disability pension: | |
| Total number of annuitants: | 5 |
| Total amount that was disbursed in benefits: | \$129,342 |
| (iii) Survivors and children in receipt of benefits: | |
| Total number of annuitants: | 13 |
| Total amount that was disbursed in benefits: | \$362,320 |

7.
Funded ratio of the fund: 48.23%
8.
Unfunded Actuarial Accrued Liability: \$34,519,965

The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.

The Actuarial Accrued Liability is the portion of the present value of future plan benefits reflecting projected credited service and salaries determined by the actuarial cost method based upon the plan's actuarial assumptions and not provided for at a valuation date by the actuarial present value of future normal costs. The normal cost is the portion of this present value which is allocated to the current valuation year.

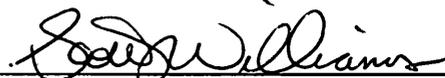
The Actuarial Value of Assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of municipal contributions.

9.
Investment Policy of the pension board under the statutory investment restrictions imposed on the fund.
(See attachment 2)

Certification

I, Scott J. Williams, President of the Moline Police Pension Board, City of Moline, Rock Island County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/3-143.

Witness my hand this 24th day of July, 2013.



Scott J. Williams
President of Moline Police Pension Board

Source: P.A. 95-950, eff. 8-29-08