



MOLINE CITY COUNCIL AGENDA

Tuesday, November 12, 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 November 5, 2013.

SECOND READING ORDINANCES

1. 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

2. 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*)

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.

3. 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

4. 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.

5. 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

6. 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

7. 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.

8. 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.

RESOLUTIONS

9. Council Bill/Resolution 1165-2013

A Resolution authorizing approval of the use of contingency funds for projects as a result of 2013 Flood(s) that are eligible for Federal Public Assistance Reimbursement.

EXPLANATION: The City of Moline experienced flooding on four separate occasions this past spring. As a result, the President declared Rock Island County a disaster area. After a thorough review of the City’s river front areas with FEMA adjusters, it was determined that Moline incurred flood damages that are eligible for Federal Public Assistance Reimbursement for the total amount of \$185,489.34. All projects will be completed according the City purchasing policy and FEMA regulations. The funding will be 75% FEMA (\$139,117.00) and 25% City (\$46,372.34). The work will start over the winter and be completed over the summer of 2014. Some of the work has yet to be bid and the costs may vary slightly.

FISCAL IMPACT: The initial payment of approximately \$185,489.34 will come from contingency with all but 25% being reimbursed by FEMA. Total cost to the Contingency Fund will be 25% or \$46,372.34.

FEMA ID	Category	Eligible Amount	Project Description
4986701	A – Debris Removal	\$1,873.99	Flood Debris Tipping Fees
4986702	C – Roads & Bridges	\$112,051.35	Seal Coat & Asphalt Repairs - 11 Locations
4986703	G - Parks	\$71,564.00	BBMP Rip-Rap & TGI Friday's Overlook Shoreline

PUBLIC NOTICE/RECORDING: N/A

10. Council Bill/Resolution 1166-2013

A Resolution authorizing the Mayor and City Clerk to execute an Ninth Addendum to a Letter of Agreement between the City of Moline and Lewis J. Steinbrecher.

EXPLANATION: The City Administrator’s contract/letter of agreement, effective on or about October 25, 2004, was approved by Council Bill/Resolution No. 1238-2004. This Ninth Addendum extends the effective date through November 30, 2014, and incorporates other amendments pursuant to the City Council’s November 5, 2013 review of the City Administrator’s performance evaluation.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING REQUIRED: N/A

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

OMNIBUS VOTE

ITEMS NOT ON CONSENT

SECOND READING ORDINANCES

11. 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.

4058-2013		
Council Member	Aye	Nay
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Raes		

FISCAL IMPACT: N/A
PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

12. Council Bill/Resolution 1167-2013

A Resolution authorizing approval of an Agreement for Professional Services with Missman, Inc. for Project #1194, 12th Street Retaining Wall Replacement.

EXPLANATION: The Engineering Division is not adequately staffed with a structural engineer to perform the necessary design work for the 12th Street Retaining Wall Replacement Project. Missman, Inc. proposes to provide this service at standard hourly rates for the not-to-exceed price of \$53,500.00.

FISCAL IMPACT: Utility Tax funds are included in the 2014 budget for this project.

PUBLIC NOTICE/RECORDING: N/A

1167-2013		
Council Member	Aye	Nay
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Raes		

13. Council Bill/Resolution 1168-2013

A Resolution authorizing approval of an Agreement for Professional Services with Missman, Inc. for Project #1195 Riverside Cemetery Retaining Wall Replacement.

EXPLANATION: The Engineering Division is not adequately staffed with a structural engineer to perform the necessary design work for the Riverside Cemetery Retaining Wall Replacement project. Missman, Inc. proposes to provide this service at standard hourly rates for the not-to-exceed price of \$28,590.00.

FISCAL IMPACT: Utility Tax funds are included in the 2014 budget for this project.

PUBLIC NOTICE/RECORDING: N/A

1168-2013		
Council Member	Aye	Nay
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Mayor Raes		

FIRST READING ORDINANCES

14. Council Bill/General Ordinance 3053-2013

An Ordinance amending Chapter 34, "Water and Sewers," of the Moline Code of Ordinances by increasing the ERW Discharge Fee from \$0.0125 per gallon to \$0.0175 per gallon in Section 34-3403, "Environmental Remediation Wastewaters," subsection (a), "City Requirements," subsection (g), "ERW Discharge Costs and Monitoring Charges," subsection (l) (1), "Groundwater Monitoring Wells," subsection (m), "Ground Water Clean-Up," and Section 34-3501, "City Requirements," subsection (b), and Section 34-3507, "ERW Discharge Costs and Monitoring Charges," and Section 34-3512, "Groundwater Monitoring Wells," and Section 34-3513, "Ground Water Clean-Up."

EXPLANATION: The Committee-of-the-Whole reviewed the City user fees on September 17, 2103. At that time, staff recommended increasing the ERW Discharge Fee from \$0.0125 per gallon to \$0.0175 per gallon to adequately cover associated City costs. If approved, the fees will be in effect ten days after passage.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet Publication of Ordinance

15. Council Bill/General Ordinance 3054-2013

An Ordinance amending Chapter 34, "Water and Sewers," of the Moline Code of Ordinances by repealing Section 34-3402, subsection (d), "Hauled Wastewater," and Section 34-3414, "Pretreatment Charges and Fees," subsection (b), "Established Fees," subsection (c), "In-House Laboratory Testing Fees," and subsection (d), "Contract Laboratory Testing Fees," in their entirety and enacting in lieu thereof one new Section 34-3402, subsection (d), "Hauled Wastewater," and one new Section 34-3414, "Pretreatment Charges and Fees," subsection (b), "Established Permits and Fees," concerning the same subject matter.

EXPLANATION: The Committee-of-the-Whole reviewed the City user fees on September 17, 2103. At that time, staff recommended adjusting the user fees associated with wastewater pretreatment and permitting, in-house lab testing, and receiving and processing hauled wastewater. If approved, the fees will be in effect ten days after passage.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Publication of Ordinance

16. Council Bill/General Ordinance 3055-2013

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Section 20-4205, “ALTERED SPEED LIMITS,” Appendix 35, “SCHOOL SPEED LIMIT,” by adding Twelfth Street, from Nineteenth to Twenty-Third Avenue.

EXPLANATION: Traffic Committee reviewed and recommends signage to reflect ordinance.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

17. Council Bill/General Ordinance 3056-2013

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 Fifty-second Street Court, south of Thirty-fourth Avenue, in the cul-de-sac.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

18. Council Bill/Special Ordinance 4060-2013

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 Reindeer Ramble 5K scheduled for Sunday, December 8, 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

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. 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: _____

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CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit "A"

Address	Parcel Number	Legal Description
2424 41 ST	0711302	LOT 2 BUSTARDS 1ST ADD
2424 41 ST	0711301	LOT 1 BUSTARDS 1ST ADD
4215 26 AVE	0711309-9	UNIT 9 THE ARBORS CONDOS
4217 26 AVE	0711309-8	UNIT 8 THE ARBORS CONDO
4219 26 AVE	0711309-7	UNIT 7 ARBORS CONDOS
4225 26 AVE	0711309-6	UNIT 6 THE ARBORS CONDOS
4227 26 AVE	0711309-5	UNIT 5 THE ARBORS CONDOS
4231 26 AVE	0711309-4	UNIT 4 THE ARBORS CONDOS
4233 26 AVE	0711309-3	UNIT 3 THE ARBORS CONDOS
4235 26 AVE	0711309-2	UNIT 2 THE ARBORS CONDOS
4237 26 AVE	0711309-1	UNIT 1 THE ARBORS CONDOS
4307 26 AVE	0711308	LOT 8 BUSTARDS 1ST ADD
4309 26 AVE	0711307-1	UNIT 1 SPENCE PARK CONDOS
4311 26 AVE	0711307-2	UNIT 2 SPENCE PARK CONDOS
4313 26 AVE	0711307-3	UNIT 3 SPENCE PARK CONDOS
4315 26 AVE	0711307-4	UNIT 4 SPENCE PARK CONDOS
4319 26 AVE UNIT 1	0711306-A	UNIT 1 QUAD MANOR CONDO
4319 26 AVE UNIT 2	0711306-B	UNIT 2 QUAD MANOR CONDO
4319 26 AVE UNIT 3	0711306-C	UNIT 3 QUAD MANOR CONDO
4319 26 AVE UNIT 4	0711306-D	UNIT 4 QUAD MANOR CONDO
4325 26 AVE	0711305	LOT 5 BUSTARDS 1ST ADD
4333 26 AVE	0711304	LOT 4 BUSTARDS 1ST ADD

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: _____

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CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

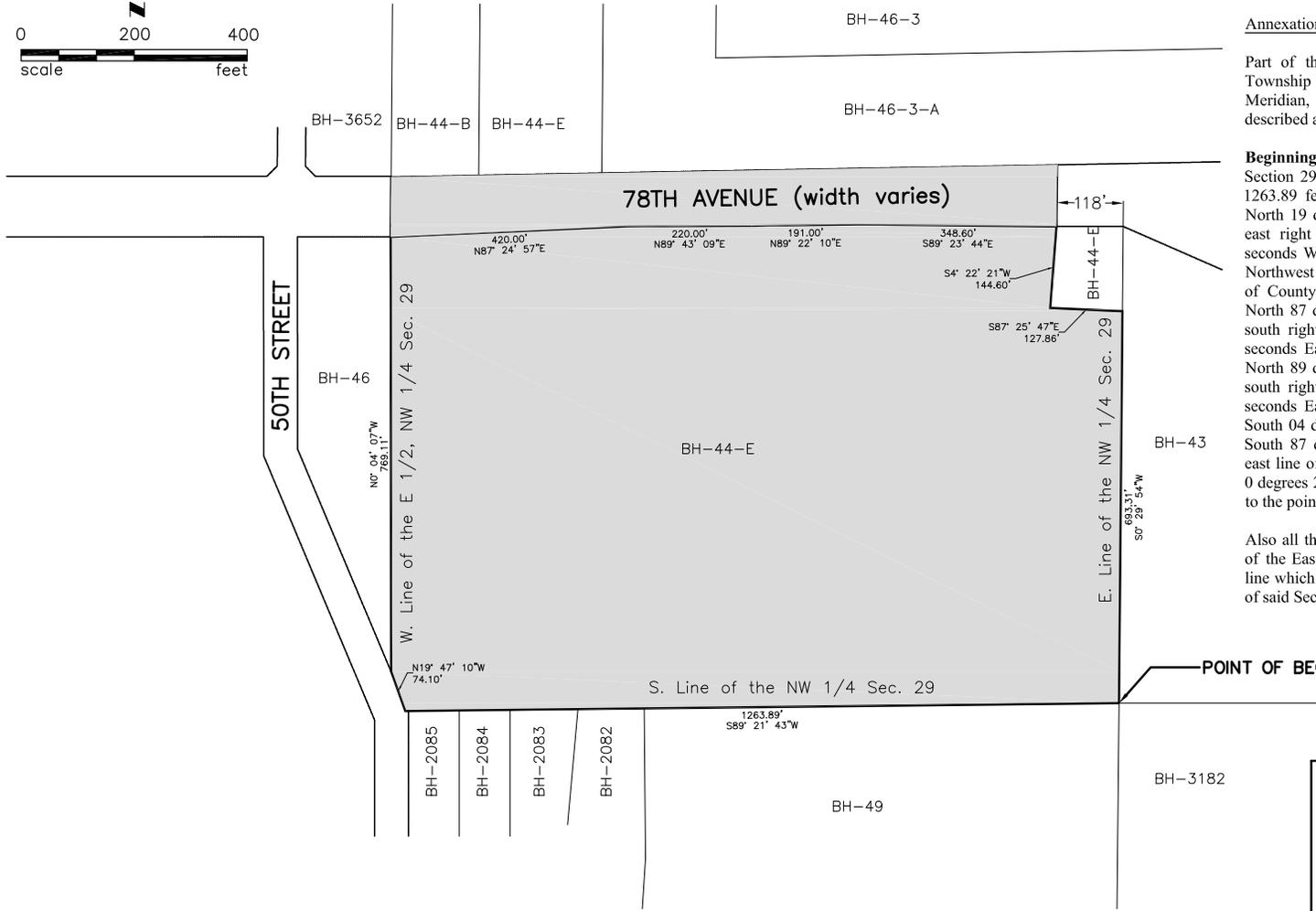
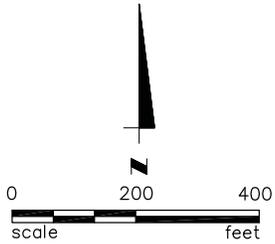
Approved: _____

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

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 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.

Council Bill/General Ordinance No. 3051-2013

Sponsor: _____

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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° 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 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

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

CONTRACT

VEGETATION & NUISANCE ABATEMENT PROGRAM JANUARY 1, 2014 - DECEMBER 31, 2015

This agreement entered into this ___ day of _____, A.D., 2013, between Kymbyl Komplete Kare, Inc., of 1411 W. 5th Street, Coal Valley, IL 61240, hereinafter "Contractor" and the City of Moline, Illinois, hereinafter "City."

Witnesseth, that Contractor, for and in consideration of the payments to be made to it by the City, as herein set forth, hereby covenants and agrees to and with the City, that it shall and will in a good and workmanlike manner furnish all the labor and material for compliance with the request for bid documents for Vegetation and Nuisance Abatement Services.

All work under this contract shall be performed under the direction and to the satisfaction of the Deputy City Attorney, or his or her designee and in accordance with the bid specifications, which are hereby made a part of this contract as if fully set forth herein. The contract term shall commence on January 1, 2014, and end on December 31, 2015, or at the Deputy City Attorney's discretion, as set forth in the incorporated bid specifications.

It is further provided that the Contractor shall upon the sealing of this contract, file with the City of Moline, a good and sufficient Certificate of Insurance naming the City, its employees and agents acting within the scope of their duties as additional insureds on the Contractor's General Liability Insurance policy, with minimum limits in the sum of \$1,000,000 per occurrence and \$2,000,000 aggregate.

The Contractor understands that this contract does not guarantee a minimum amount of dollars owed to the Contractor by the City.



KYMBYL KOMLETE KARE, INC.

By: 
Bill Gordon, President

Date: 10-29-13

CITY OF MOLINE, ILLINOIS,
a municipal corporation,

By: _____
Scott Raes, Mayor

Date: _____

ATTEST

By: _____
Tracy A. Koranda, City Clerk

Date: _____

Approved as to form:

Maureen E. Riggs
City Attorney

PROPOSAL

TO THE OWNER, CITY OF MOLINE

1. PROPOSAL OF Kymbal Kompletz K&C Inc
1411 W 5TH ST, COAL VALLEY IL 61240
Bill Gordon 309-235-2364 309-799-3959
(Name, Address and Contact Phone of Bidder)

For the improvements, designated as follows:

VEGETATION & NUISANCE ABATEMENT PROGRAM

JANUARY 1, 2014 - DECEMBER 31, 2015

Bid Date: October 2, 2013

2. The specifications for the proposed improvements are those prepared by the City of Moline Law Department, which cover the work described in paragraph 1 above.
- The specifications herein referred to are the **Standard Specifications for Vegetation and Nuisance Abatement Program.**
3. The undersigned agrees to complete all work covered by this contract by:
- The time limits stated within the special provisions of this contract. The contract expires December 31, 2015, or at the Deputy City Attorney's discretion.
4. Accompanying this proposal is a bid bond, bank draft, cashier's check, or certified check, complying with the requirements of the specifications made payable to **CITY OF MOLINE**. The amount of the check, bid bond or draft is **\$100.00**.
5. If this proposal is accepted and the undersigned shall fail to execute a contract as required herein, it is hereby agreed that the amount of the check or draft referred in paragraph 4, shall become the property of the City, and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract; otherwise said check or draft, substituted in lieu thereof, shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK,
BID BOND OR CERTIFIED CHECK HERE

In the event that one check or bank draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual proposals covered.

6. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract.

7. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or the City of Moline, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of conviction for the violation of the State laws prohibiting bid-rigging or bid-rotating.

SCHEDULE OF PRICES

The person submitting this proposal does hereby declare and stipulate that this proposal is made in good faith, without collusions or connection with any other contract bidder for the same work, and that said quotation is made in pursuance of and subject to all terms and conditions of the foregoing instruction, for the following amounts.

<u>Bid Price Per Hour</u>	<u>2014</u>	<u>2015</u>
Vegetation Abatement Services	\$ <u>32.00</u>	\$ <u>35.00</u>
Nuisance Abatement Services	\$ <u>32.00</u>	\$ <u>35.00</u>

The following prices need not be per hour:

Show Up Fee \$ 15.00 \$ 15.00
(Flat fee to be charged when contractor shows up to perform work and the work has already been performed by the property owner or agent.)

Landfill charges \$ 15.00/CU YARD \$ 15.00/CU YARD

Equipment to be utilized is as follows:

Mower (s) NUMEROUS COMMERCIAL GRADE MOWERS
FROM 21" TO 6'

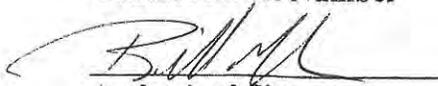
Trimmer (s) NUMEROUS COMMERCIAL GRADE TRIMMERS

Other ADDITIONAL EQUIPMENT AS DEEMED TO PERFORM JOB

KUMBUL KUMPLET KARE, INC
 Contractor

309-235-2364
 Contact Phone Number

1411 W 5TH ST
 Address


 Authorized Signature

COAL VALLEY IL
 City and State

9-30-13
 Date

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

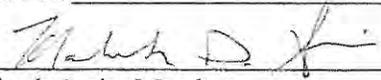
Approved as to form:



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**

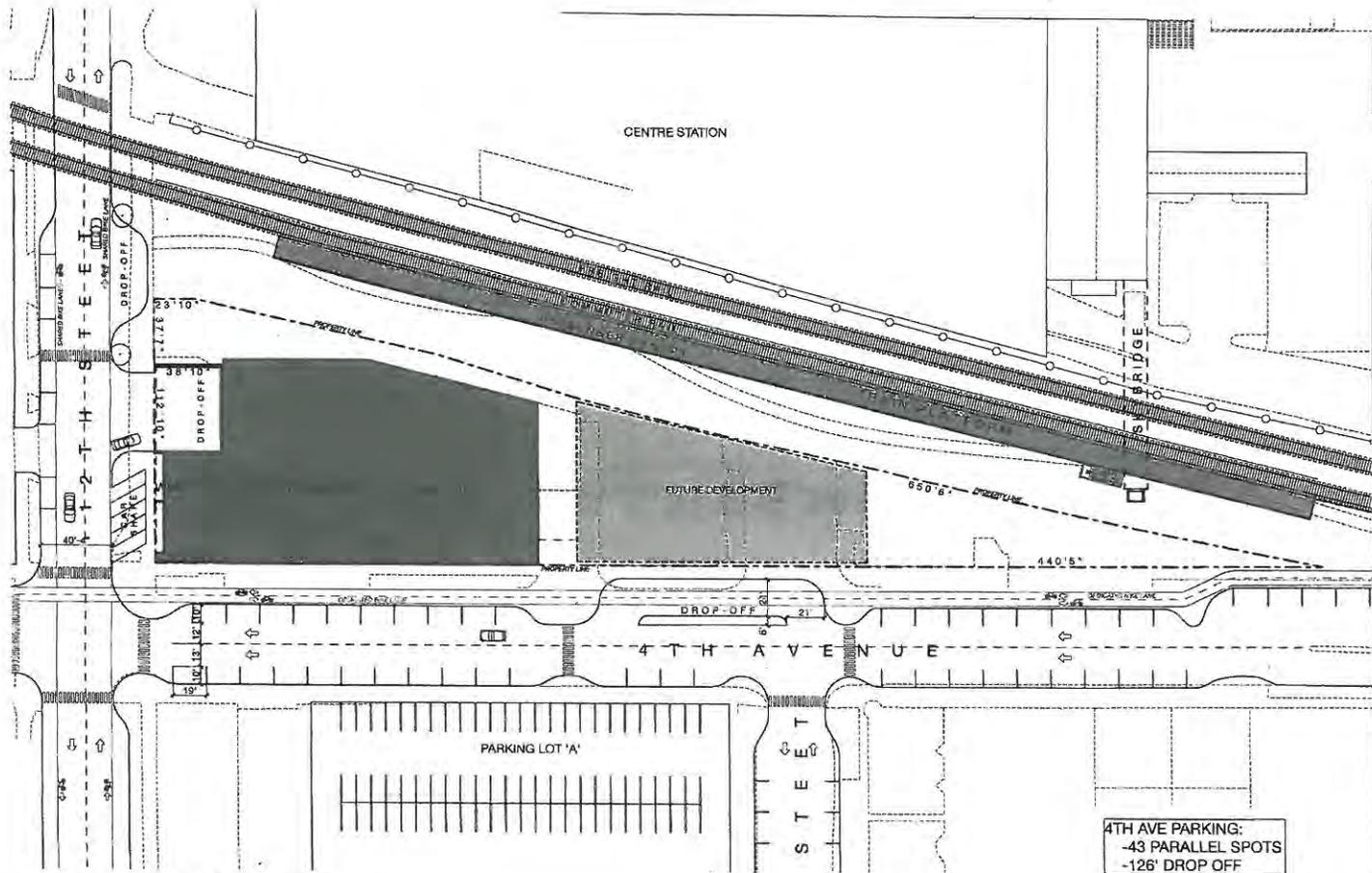
EXHIBIT "B"

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'

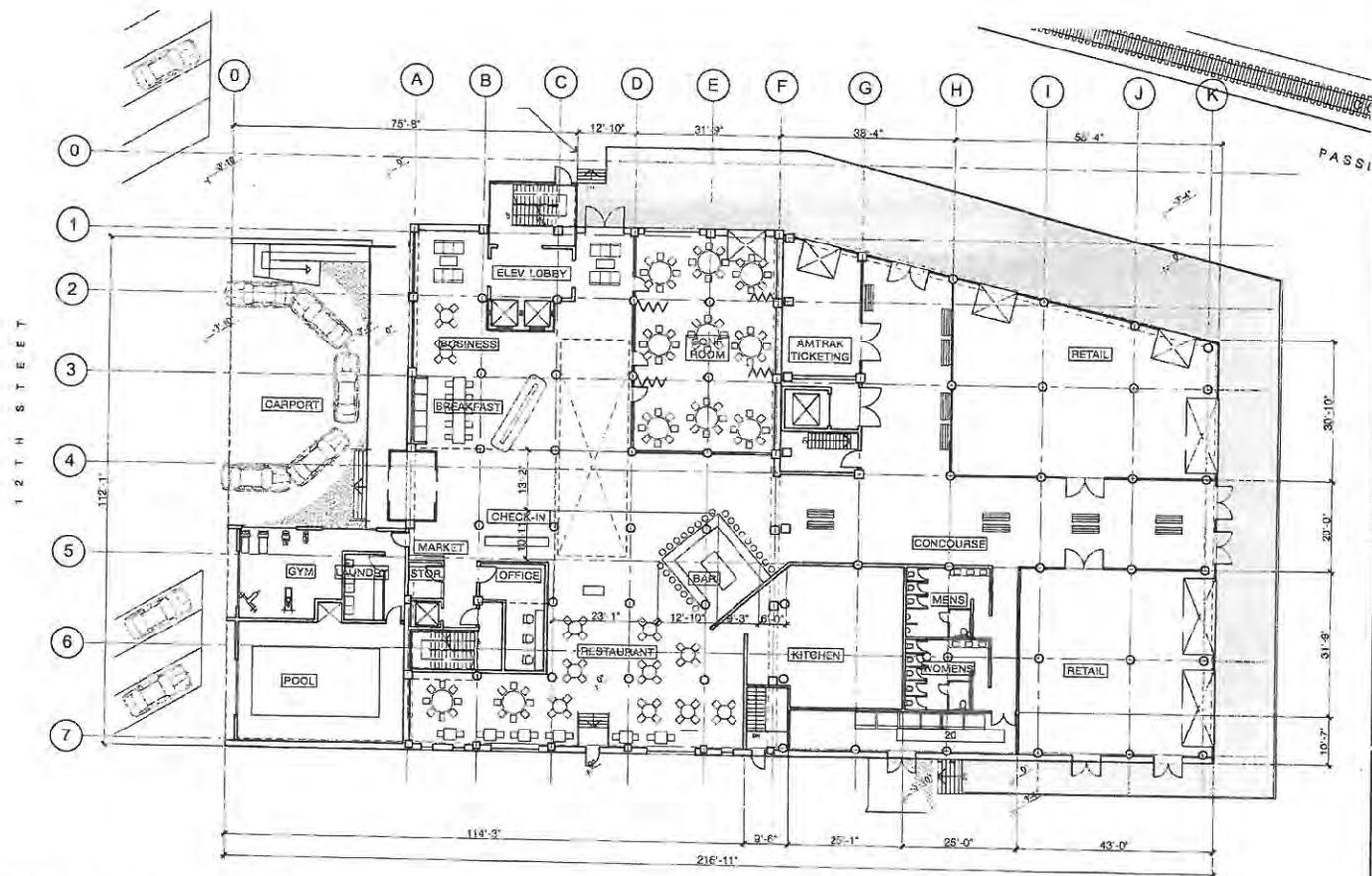
4TH AVE PARKING:
 -43 PARALLEL SPOTS
 -126' DROP OFF



01

Project MIDLINE STATION HOTEL
Date 10/16/13

door thirteen
architects construction design/build
3152 OHARA AVE | CHICAGO ILLINOIS 60647
T 773 233 4652 | INFO@DOORTHIRTEEN.COM



FIRST FLOOR - CONCEPT
 SCALE: 1" = 20'

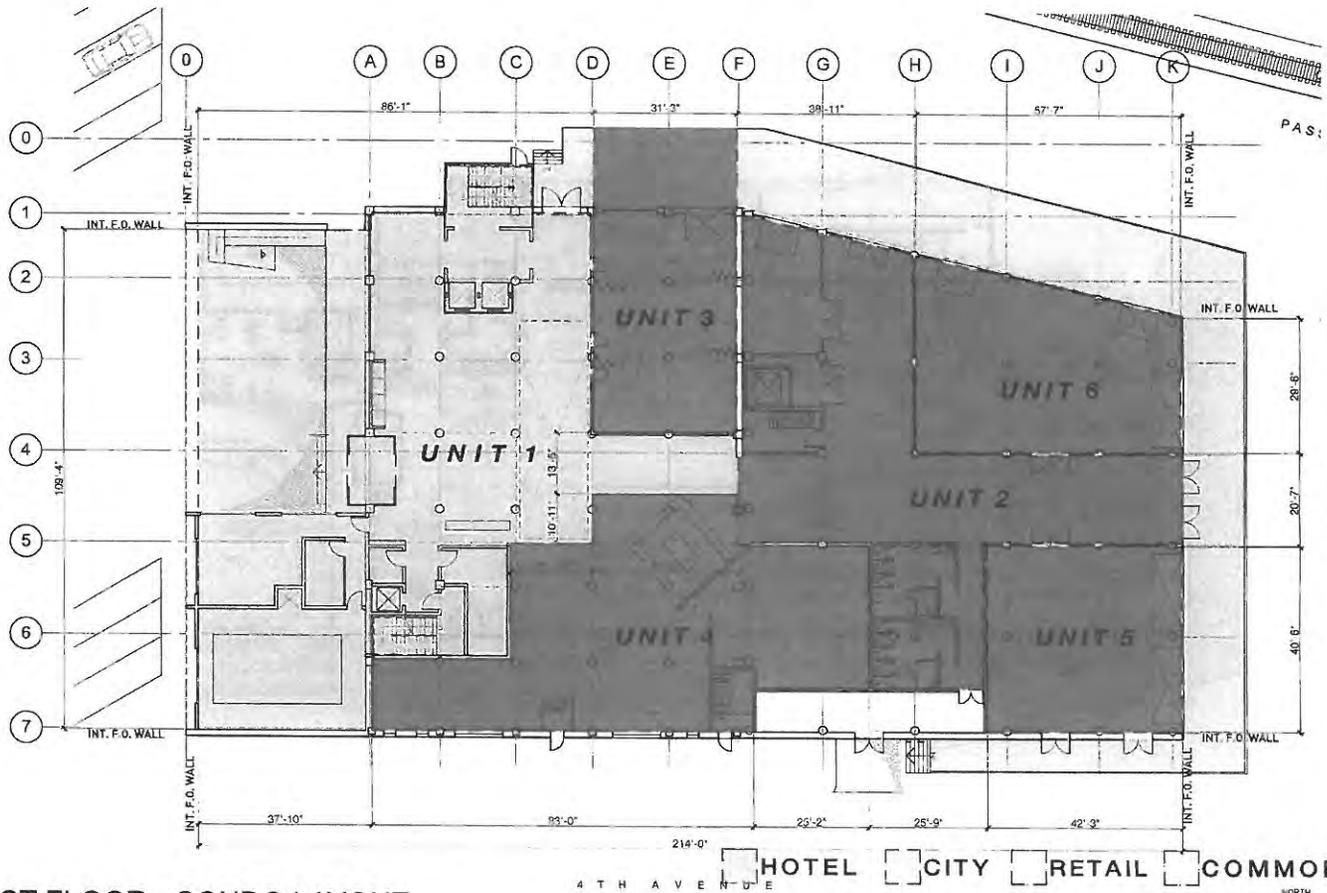
02



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'

HOTEL CITY RETAIL COMMON
 4TH AVENUE NORTH

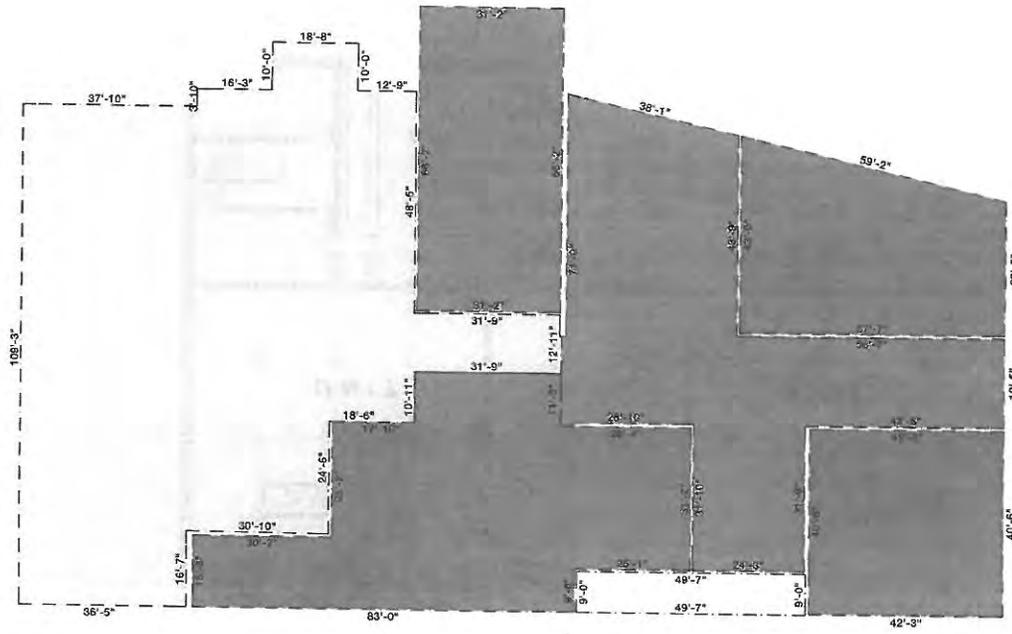
03



MO LINE STATION HOTEL

10/16/13

door thirteen
 architects construction designbuild
 214 3RD AVE | DECATUR, GA 30030
 404.525.1313 | DOOR@THIRTEEN.COM



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

HOTEL
 CITY
 RETAIL
 COMMON



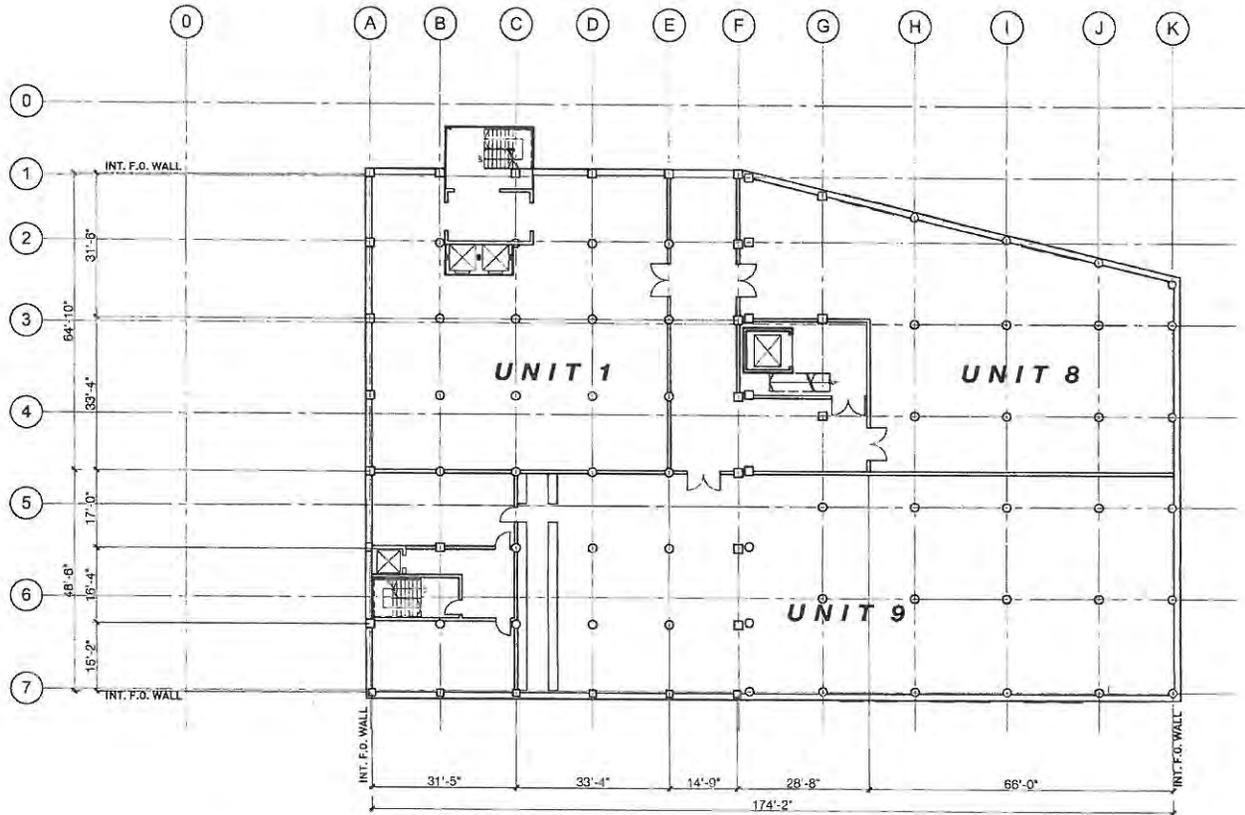
04



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



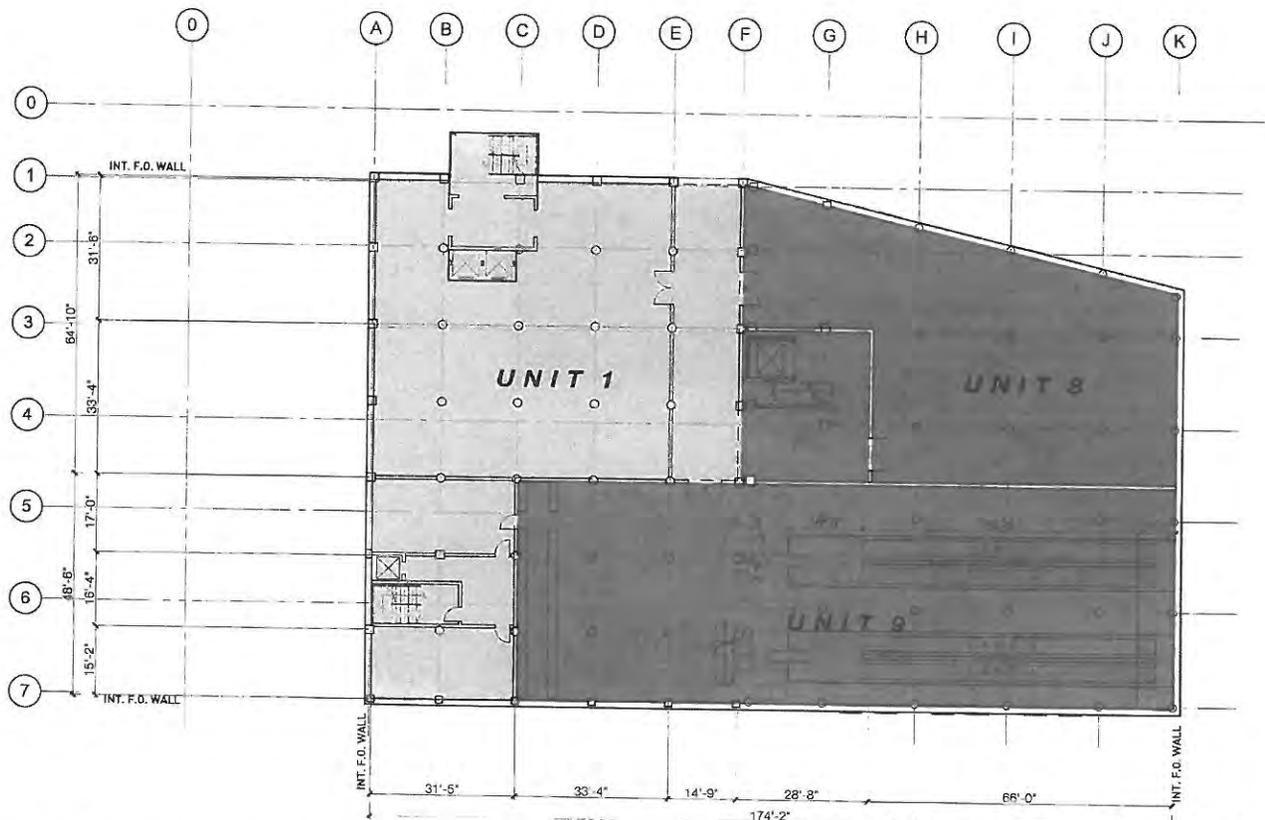
BASEMENT - CONCEPT
 SCALE: 1" = 20'

05



MOLINE STATION HOTEL
 10/16/13

door thirteen
 architects construction design/build
 717.331.4411 | INFO@DOOR13THIRTEEN.COM



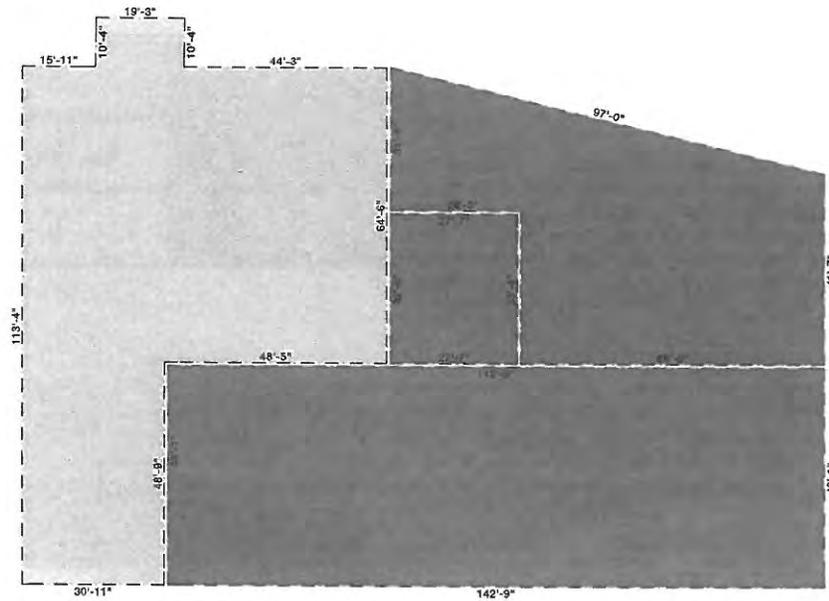
BASEMENT - CONDO LAYOUT
 SCALE: 1" = 20'

174'-2"
 HOTEL CITY RETAIL COMMON



06
Moline Station Hotel 10/16/13
door thirteen architects construction design build 870 N. MAIN AVE CHICAGO, ILLINOIS 60642 312.516.4553 INFO@DOORTHIRTEEN.COM

BASEMENT - CONDO DIMENSIONS
 SCALE: 1" = 20'



HOTEL
 CITY
 RETAIL
 COMMON



07

MOLINE STATION HOTEL

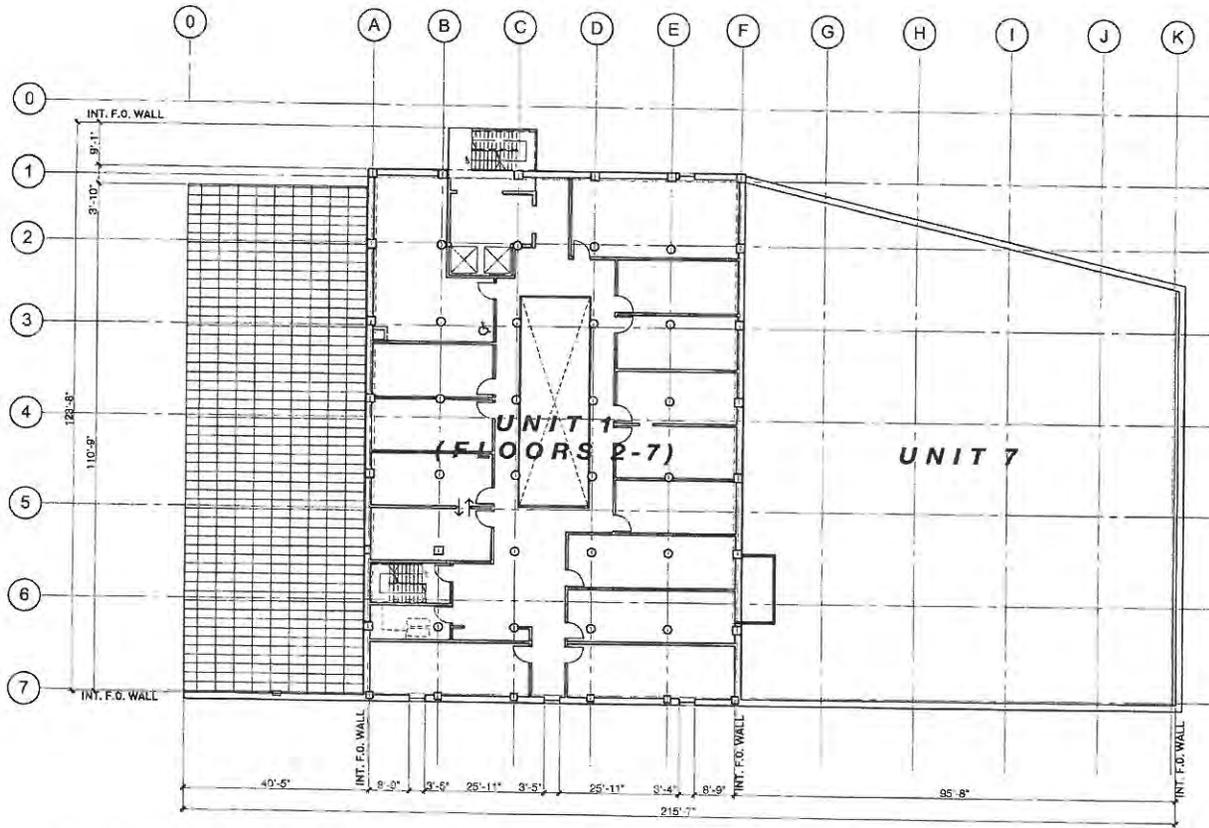
10/16/13

door thirteen

architects construction designbuild

1117 W. 14TH ST. | CHICAGO, ILL. 60604

(773) 462-1313 | DOOR@THIRTEENARCH.COM



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

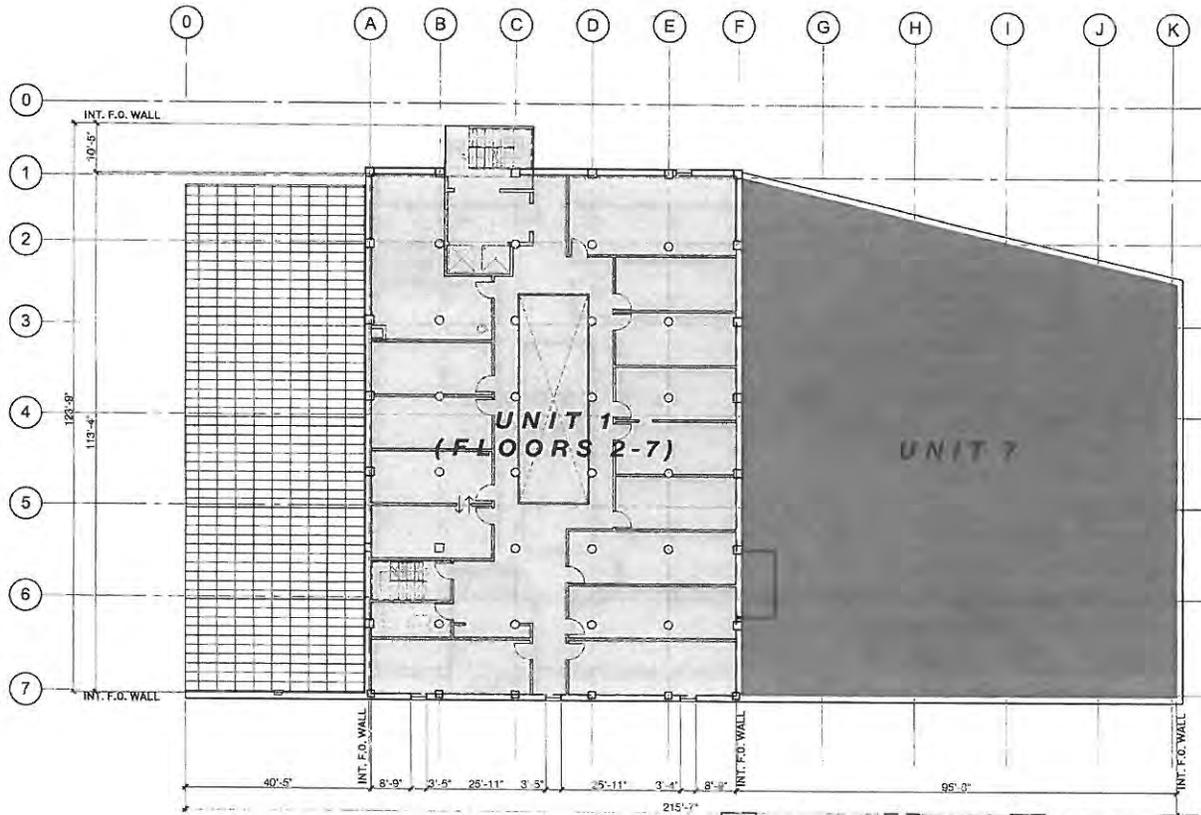


08



MOLINE STATION HOTEL
 10/16/13

doorthirteen
 architects construction design/build
 317 311-1313 | INFO@DOORTHIRTEEN.COM



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

HOTEL
 CITY
 RETAIL
 COMMON



09

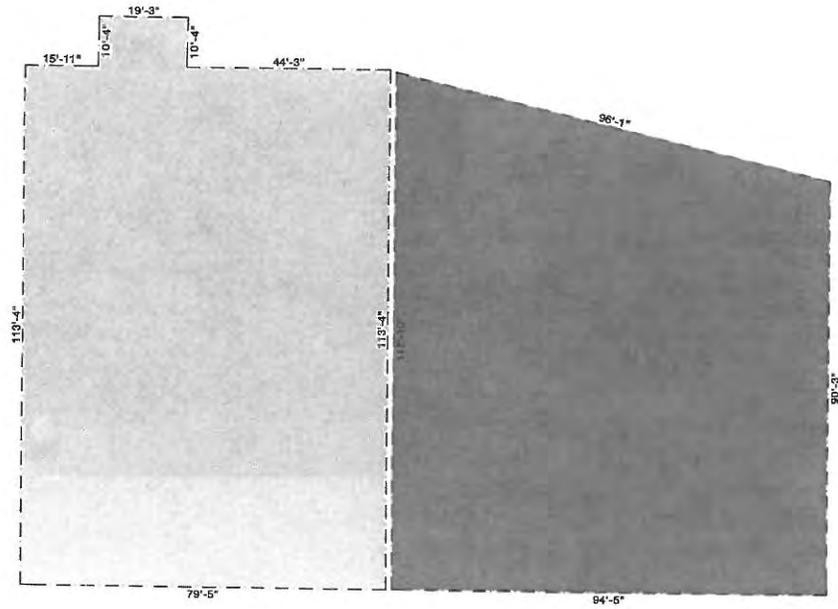
MOLINE STATION HOTEL
 10/18/13

door
thirteen

architects construction design/build
 211 S. 3RD ST. | INDIANAPOLIS, IN 46204
 317.337.4444 | INFO@DOOR13TH.COM

UPPER FLOORS - CONDO DIMENSIONS

SCALE: 1" = 20'



 HOTEL
 CITY
 RETAIL
 COMMON



V.10

10

MOLINE STATION HOTEL

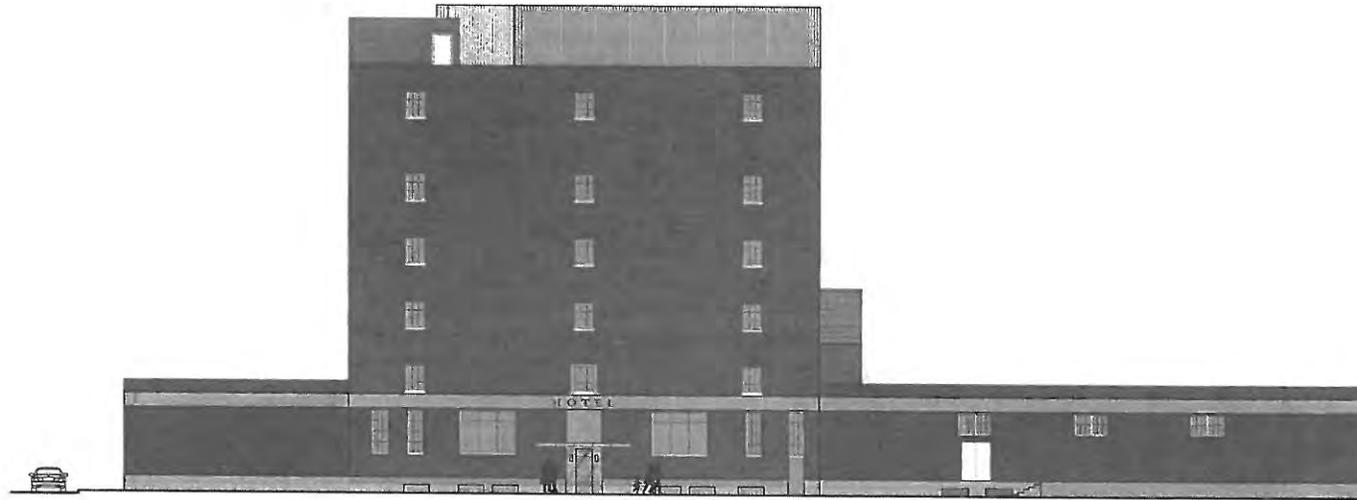
DATE: 10/16/13

doorthirteen

architects construction design/build

700 N. LAUREL | CHICAGO, ILLINOIS, 60610

TEL: 312.467.1313 | WWW.DOORHIRTREEN.COM



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

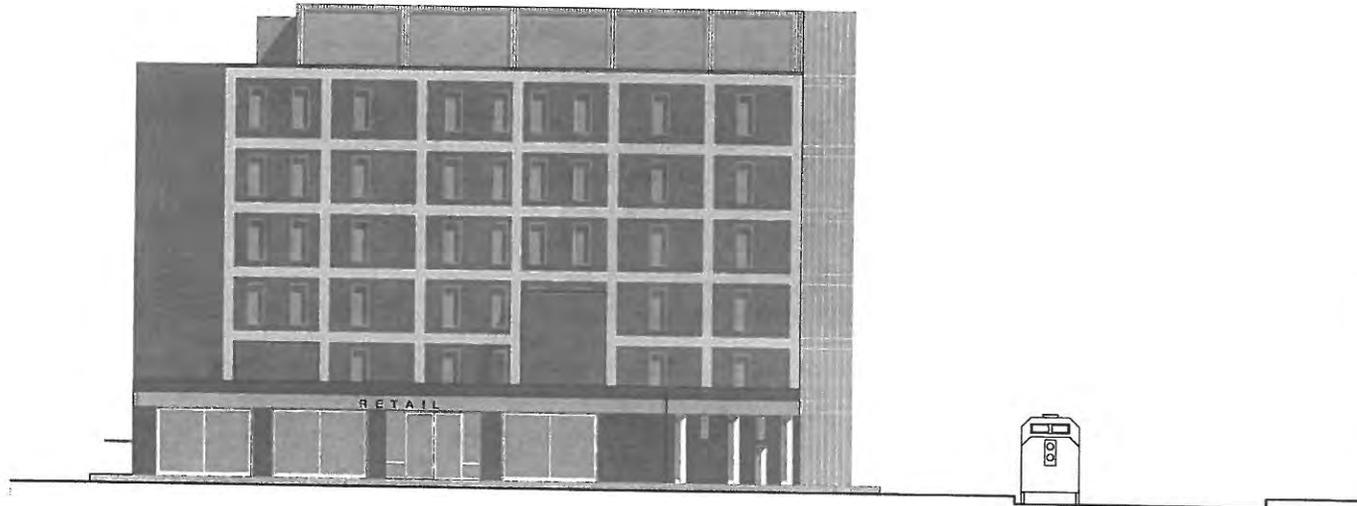


11



MOLINE STATION HOTEL
10/16/13

door thirteen
architects construction design/build
3154 N. LAUREL AVE. | CHICAGO, ILLINOIS 60647
P. 773.532.1300 | INFO@DOOR13.COM



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

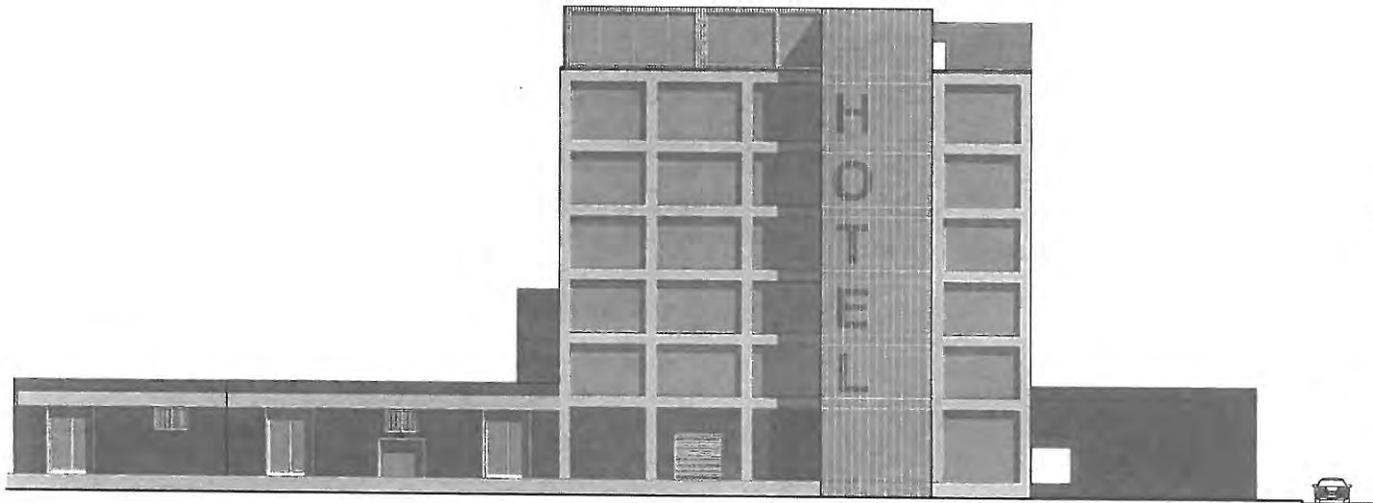


12



MOLINE STATION HOTEL
 10/16/13

door thirteen
 architects construction designbuild
 1173 2ND ST. | 314.992.1122 | INFO@DOOR13.COM



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

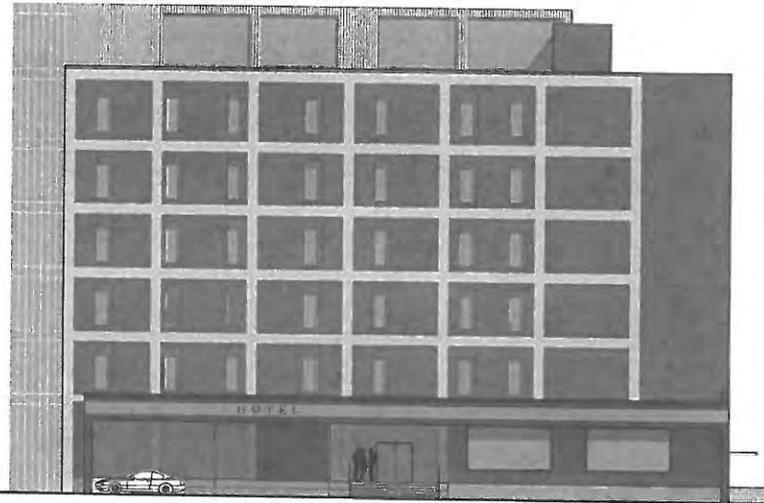


13

MOLINE STATION HOTEL
10/16/13

door thirteen
ARCHITECTS
1000 N. LAUREL ST. SUITE 100
CHICAGO, ILLINOIS 60610
P 773.332.4888 | INFO@DOOR13.COM

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



14



MOLINE STATION HOTEL
10/16/13

doorthirteen
architects construction design/build
1111 S. MAIN ST. | ST. LOUIS, MO 63102
314.433.1313 | 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

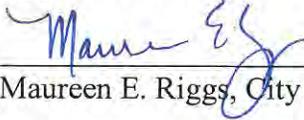
)

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			Located on western half of project site. Completed on _____
Demolish Campus Building		X			Located on south side of 4th Avenue, future parking lot.
Demolish Loading Dock Shed		X			Attached to east side of east wing
Asbestos Remediation		X			Inside O'Rourke Building. Completed _____ Except for mastic at roof flashing.
Lead Paint Abatement		X			Inside O'Rourke Building. Currently reviewing bids and scope of work.
Utilities	\$ 435,500.00	\$ 250,000.00			
Water Service		X			From existing city main to face of building. Underground.
Storm Sewer Connection		X			From existing city sanitary sewer to face of building. Underground.
Gas Service		X			From existing city gas line to face of building. Underground.
Electrical Service		X			From existing city main to face of building. Currently pole-mounted above ground. Presuming Mid-America Energy will subsidize transformer cost.
Major Utility Upgrade and Relocations		\$ 645,000.00	\$ 585,000.00		Currently projects under design for this area of the city. Includes relocating sanitary sewer and other utilities that run under the abandoned 13th Street corridor at Centre Station. Estimate by City of Moline
	\$ 813,500.00	\$ 1,273,000.00	\$ 585,000.00	\$ 0.00	
Passenger Terminal					
Passenger Platform		\$ 750,000.00			
Floor Structure		X			Flooring, slab, foundations, platform edge, etc.
MEP		X			Electric power, lighting, vent heating devices, storm drainage
Signage		X			Static signage and displays
FF-E	\$ 650,000.00	X			Furniture, fixtures and equipment. Seating, waste receptacles, accessibility features, etc.
Canopy Structure		\$ 250,000.00			±200 LF over platform
Enclosure/Railings		\$ 100,000.00			42" decorative railing on 3-sides of platform. Limit to (2) access points to platform. Wind barriers.
Pass Info Data System		\$ 0.00			Not required for stations less than 10K riders per year or \$50K in revenue
Signals @ 12th		\$ 0.00			Paid via separate funding
Track Work		\$ 0.00			Paid via separate funding
	\$ 650,000.00	\$ 1,100,000.00	\$ 0.00	\$ 0.00	
Pedestrian Access					
Bridge (Skywalk)	\$ 500,000.00	\$ 750,000.00		\$ 0.00	Connecting pedestrian plaza to East end of Centre Station
Viewing Platform(s)		\$ 0.00			Looking over train tracks and over 4th Avenue
Vertical Access		\$ 150,000.00			Stairs, Ramps, Elevators
	\$ 500,000.00	\$ 900,000.00	\$ 0.00	\$ 0.00	
Site Improvements					
Plazas	\$ 700,000.00	\$ 1,261,000.00			
Surface Demolition		X			Gravel, curbs, abandoned utilities, etc.
Paving		X			Solid pavement, unit pavers, pervious pavement
Landscape		X			Trees, plants, grass
Electric		X			Electric service, lighting, controls, etc.
Plumbing		X			Drainage, stormwater detention, irrigation
FF+E		X			Furniture, fixtures and equipment.
Surface Parking		\$ 1,400,000.00	\$ 0.00		350 off-site parking spaces in 3 locations.
Surface Demolition			X		Gravel, curbs, abandoned utilities, etc.

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 Without General Contractor Costs
	General Contractor Costs	\$ 0.00			General requirements, overhead, profit, general conditions, fees, permits, etc.
Total Construction		\$ 12,500,000.00	\$ 12,500,000.00	\$ 643,000.00	\$ 8,357,350.00
Soft Cost Summary	Fees	\$ 1,800,000.00	\$ 1,800,000.00		\$ 493,000.00 Architect, Engineering, Historic Preservation Consultant, Other misc Consultants
	LEED Certification Fees	Incl.	TBD		
	Contingency: Transit/Non-Transit	\$ 2,334,250.00			
	Expenses				
	Other				
Total Project		\$ 16,634,250.00	\$ 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

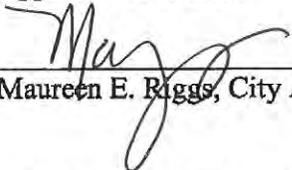
DATED: _____

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)
) 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)

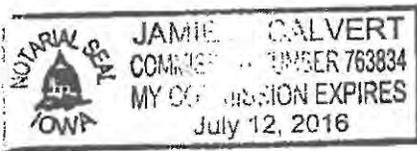
Notary Public

STATE OF 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/Resolution No. 1165-2013

Sponsor: _____

A RESOLUTION

APPROVING the use of contingency funds for projects as a result of the 2013 Floods that are eligible for Federal Public Assistance Reimbursement.

WHEREAS, the City experienced flooding on four separate occasions during Spring 2013, and Rock Island County was declared a disaster area; and

WHEREAS, the Federal Emergency Management Agency (FEMA) adjusters determined that the City had flood damages eligible for Federal Public Assistance Reimbursement for the total amount of \$185,489.34 and requires a local match of 25 percent; and

WHEREAS, the initial total payment will come from contingency funds with all but 25 percent being reimbursed, and the total cost to the City will be approximately \$46,372.34.

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

That City Council finds it in the best interest of the City of Moline, Illinois, to approve the use of contingency funds for projects as a result of the 2013 Floods that are eligible for Federal Public Assistance Reimbursement.

CITY OF MOLINE, ILLINOIS

Mayor

November 12, 2013

Date

Passed: November 12, 2013

Approved: November 19, 2013

Attest: _____

City Clerk

Approved as to Form:

By: _____

City Attorney

Council Bill/Resolution No. 1166-2013
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Ninth Addendum to a Letter of Agreement between the City of Moline and Lewis J. Steinbrecher.

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

That the Mayor and City Clerk are hereby authorized to execute a Ninth Addendum to a Letter of Agreement, effective on or about October 25, 2004 and approved by Council Bill/Resolution No. 1238-2004, between the City of Moline and Lewis J. Steinbrecher; provided, however, that said Ninth Addendum is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 12, 2013

Date

Passed: November 12, 2013

Approved: November 19, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit "A"

**NINTH ADDENDUM TO A LETTER OF AGREEMENT
BETWEEN THE CITY OF MOLINE AND LEWIS J. STEINBRECHER**

THIS ADDENDUM, effective this 12th day of November 2013, modifies a Letter of Agreement, effective on or about October 25, 2004, between the City of Moline and Lewis J. Steinbrecher ("Employee"), pursuant to the approval of Council Bill/Resolution No. 1238-2004, by amending the following paragraphs.

1. Section 2, "SALARY," is hereby amended to read as follows:

"The City agrees to pay the Employee for his services rendered as City Administrator an annual base salary of \$151,041.31. This salary amount shall become effective, retroactively, as of October 25, 2013. The City agrees to change such base salary and/or other benefits of the Employee in such amounts and to such extent as the City Council may determine that it is desirable to do so on the basis of an annual performance evaluation of such Employee; such evaluation shall be as set forth in Section 3 hereof."

2. Section 12, "RETIREMENT," is hereby amended by adjusting the City's payment into Employee's account from six hundred two and 79/100 (\$602.79) per pay period (year total \$15,672.54) to seven hundred thirteen and 07/100 (\$713.07) per pay period (year total \$18,539.85). This retirement payment shall become effective, retroactively, as of October 25, 2013.

3. Subsection (F) of Section 19, "GENERAL PROVISIONS," is hereby amended to read as follows:

"F. This agreement shall be effective through November 30, 2014."

In all other respects, the referenced Letter of Agreement shall remain in full force and effect.

By _____
Lewis J. Steinbrecher

By _____
Mayor Scott Raes

Attest: _____
City Clerk Tracy A. Koranda

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: _____

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CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No.: 1167-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of an Agreement for Professional Services with Missman, Inc. for Project #1194, 12th Street Retaining Wall Replacement.

WHEREAS, the Engineering Division is not adequately staffed with a structural engineer to perform the necessary design work for the 12th Street Retaining Wall Replacement project; and

WHEREAS, Missman, Inc. proposes to provide this service at standard hourly rates for the not-to-exceed price of \$53,500.00; and

WHEREAS, staff recommends approval of said agreement; and

WHEREAS, Funds are included in the 2014 budget for 12th Street Retaining Wall Replacement project.

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 an Agreement for Professional Services with Missman, Inc. for Project #1194, 12th Street Retaining Wall Replacement; 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 12, 2013
Date

Passed: November 12, 2013

Approved: November 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this _____ day of _____ in the year 2013 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:

John Deere House 12th Street Retaining Wall

The Scope of Services to be provided under this agreement is as follows:

1. Complete a field inspection of the existing wall to document its current condition.
2. General Topographic Survey: Make such detailed surveys as are necessary for the planning and design of the project.
3. Complete two Soil Borings at the base of the wall.
4. Team Services geotechnical report dated August 4, 2009 will be used in conjunction with the proposed soil borings obtained. Recommendations in that report in regards to wall design and slope stability will be reviewed during the retaining wall design analysis.
5. Attend one design review meeting with City to discuss retaining wall types, and project limits of overall property in regards to slope grading and erosion control measures.
6. Complete a slope grading and erosion control plan of the upper terraces above the wall.
7. Complete the general and detailed plans, special provisions, and estimate of construction cost.
 - a. The project will receive local funding from the City of Moline, without County or State assistance.
 - b. The City will be providing bid proposal documents, advertisement, conducting bid, award, and contract administration.
 - c. The City will conduct a local letting, which is currently scheduled for February 2014.
8. Missman will answer questions, and if necessary, provide contract addenda regarding the advertisement for bids and contractor questions prior to the bid date, as well as assist the City of Moline in evaluating bids for the work.
9. Shop drawing review.
10. Construction Consultation as required. It is anticipated the City will provide the day to day construction observation services for this project.

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the owner's failure to secure right-of-entry for Missman to complete the work.
2. Delays due to flooding and weather that prevent safe access.
3. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
4. Title research or expert testimony.
5. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
6. Soils investigations, geotechnical or environmental reports or studies.
7. Major changes in the scope of the project, including preparation of more than one bid package (phase), changes in funding sources, etc.
8. Meetings and public hearings beyond those specified above.
9. Construction services.



Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.

The Deliverables will generally consist of:

All reports and studies will be made available to the Client, and other designated recipients in paper copy and electronic copy (AutoCAD, Word Document, Acrobat PDF, etc.) as directed.

The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement and Notice to Proceed is received from the Client. To complete the engineering services 120 calendar days following the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of Missman. Any deviations from the Schedule shall be approved by the authorized Client representative.

The Fee(s) for the above described services will be:

Design Services Fee Proposal for scope **Items 1-8:**

1. Project Administration & Meetings	\$ 1,500
2. Field Surveys & Site Visits	\$ 3,000
3. Soil Borings (Subconsultant)	\$ 2,500
4. Plans, Special Provisions, and Estimate of Cost	\$41,880
5. Letting assistance, Contractor Questions, and Addenda	<u>\$ 1,000</u>
Total Hourly Fee Not to Exceed:	<u>\$49,880</u>

Design Services Fee Proposal for scope **Items 9-10:**

1. Shop Drawing Review: Project Manager x 16 hrs x \$125	\$ 2,000
2. Construction Consultation: Structural Engineer x 12 hrs x \$135	<u>\$ 1,620</u>
Total Estimated Hourly Fee:	<u>\$ 3,620</u>

Compensation Methods (See item 22 in the General Conditions)

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible. This proposal is valid until October 30th, 2013. Thank you for considering Missman, Inc. for your professional services.

MISSMAN, INC.

CITY OF MOLINE, IL

By


John B. Fellman, P.E., S.E.

By: _____

By


J. Robert Strombeck, CFO

Title: _____



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



**ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES**

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

Classification	Rate
Principal	\$170.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$135.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$90.00
Construction Services Technician	\$70.00
Project Coordinator	\$75.00
Environmental Scientist	\$70.00
Network Manager	\$105.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2013
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.

Council Bill/Resolution No.: 1168-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of an Agreement for Professional Services with Missman, Inc. for Project #1195 Riverside Cemetery Retaining Wall Replacement.

WHEREAS, the Engineering Division is not adequately staffed with a structural engineer to perform the necessary design work for the Riverside Cemetery Retaining Wall Replacement project; and

WHEREAS, Missman, Inc. proposes to provide this service at standard hourly rates for the not-to-exceed price of \$28,590.00; and

WHEREAS, staff recommends approval of said agreement; and

WHEREAS, Funds are included in the 2014 budget for the Riverside Cemetery Retaining Wall Replacement project.

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 an Agreement for Professional Services with Missman, Inc. for Project #1195 Riverside Cemetery Retaining Wall Replacement; 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 12, 2013
Date

Passed: November 12, 2013

Approved: November 19, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this _____ day of _____ in the year 2013 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:

Riverside Cemetery Retaining Wall Replacement

The Scope of Services to be provided under this agreement is as follows:

1. Complete a field inspection of the existing wall to document its current condition.
2. General Topographic Survey: Make such detailed surveys as are necessary for the planning and design of the project. Missman plans to use existing survey data from prior projects, and will only obtain additional survey data due to noticeable changes in site conditions and/or additional details are required during the design phase.
3. Complete the general and detailed plans, special provisions, and estimate of construction cost.
 - a. The project will receive local funding from the City of Moline, without County or State assistance.
 - b. The City will be providing bid proposal documents, advertisement, conducting bid, award, and contract administration.
 - c. The City will conduct a local letting, which is currently scheduled for February 2014.
4. Missman will answer questions, and if necessary, provide contract addenda regarding the advertisement for bids and contractor questions prior to the bid date, as well as assist the City of Moline in evaluating bids for the work.
5. Shop drawing review.
6. Construction Consultation as required. It is anticipated the City will provide the day to day construction observation services for this project.

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the owner's failure to secure right-of-entry for Missman to complete the work.
2. Delays due to flooding and weather that prevent safe access.
3. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
4. Title research or expert testimony.
5. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
6. Soils investigations, geotechnical or environmental reports or studies.
7. Major changes in the scope of the project, including preparation of more than one bid package (phase), changes in funding sources, etc.
8. Meetings and public hearings beyond those specified above.
9. Construction services.

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.



The Deliverables will generally consist of:

All reports and studies will be made available to the Client, and other designated recipients in paper copy and electronic copy (AutoCAD, Word Document, Acrobat PDF, etc.) as directed.

The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement and Notice to Proceed is received from the Client. To complete the engineering services 90 calendar days following the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of Missman. Any deviations from the Schedule shall be approved by the authorized Client representative.

The Fee(s) for the above described services will be:

Design Services Fee Proposal for scope **Items 1-4:**

1. Field Surveys & Site Visits	\$ 2,720
2. Plans, Special Provisions, and Estimate of Cost	\$21,250
3. Letting assistance, Contractor Questions, and Addenda	<u>\$ 1,000</u>
Total Hourly Fee Not to Exceed:	<u>\$24,970</u>

Design Services Fee Proposal for scope **Items 5-6:**

1. Shop Drawing Review: Project Manager x 16 hrs x \$125	\$ 2,000
2. Construction Consultation: Structural Engineer x 12 hrs x \$135	<u>\$ 1,620</u>
Total Estimated Hourly Fee:	<u>\$ 3,620</u>

Compensation Methods (See item 22 in the General Conditions)

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible. This proposal is valid until October 30th, 2013. Thank you for considering Missman, Inc. for your professional services.

MISSMAN, INC.

CITY OF MOLINE, IL

By John B. Fellman
John B. Fellman, P.E., S.E.

By: _____

By J. Robert Strombeck
J. Robert Strombeck, CFO

Title: _____

1011 27th Avenue, P.O. Box 6040 • Rock Island, Illinois 61204-6040
Phone: 309.788.7644 • Fax: 309.788.7691 • www.missman.com



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

Classification	Rate
Principal	\$170.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$135.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$90.00
Construction Services Technician	\$70.00
Project Coordinator	\$75.00
Environmental Scientist	\$70.00
Network Manager	\$105.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2013
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.

Council Bill/General Ordinance No. 3053-2013

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, by amending Section 34-3403, "ENVIRONMENTAL REMEDIATION WASTEWATERS," by repealing subsections (a), (g), (l)(1) and (m) in their entirety and replacing them with new subsections (a), (g), (l)(1) and (m) dealing with the same subject matter; by amending Section 34-3501, "CITY REQUIREMENTS," by repealing subsection (b) in its entirety and replacing it with a new subsection (b) dealing with the same subject matter; by amending Section 34-3507, "ERW DISCHARGE COSTS AND MONITORING CHARGES," by repealing Section 34-3507 in its entirety and replacing it with a new Section 34-3507 dealing with the same subject matter; by amending Section 34-3512, "GROUNDWATER MONITORING WELLS," by repealing subsection (a) in its entirety and replacing it with a new subsection (a) dealing with the same subject matter; and by amending Section 34-3513, "GROUND WATER CLEAN-UP," by repealing Section 34-3513 in its entirety and replacing it with a new Section 34-3513 dealing with the same subject matter.

WHEREAS, the Committee-of-the-Whole reviewed the City user fees on September 17, 2013; and

WHEREAS, at that time, City staff recommended increasing the ERW Discharge Fee from \$0.0125 per gallon to \$0.0175 per gallon to adequately cover associated City costs; and

WHEREAS, City staff seek to amend Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances to increase the ERW Discharge Fee from \$0.0125 per gallon to \$0.0175 per gallon; and

WHEREAS, if this increase is approved, the fees will be in effect ten days from and after passage.

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

Section 1 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3403, "ENVIRONMENTAL REMEDIATION WASTEWATERS," is hereby amended by repealing subsections (a), (g), (l)(1) and (m) in their entirety and replacing them with new subsections (a), (g), (l)(1) and (m) dealing with the same subject matter, which shall read as follows:

"SEC. 34-3403. ENVIRONMENTAL REMEDIATION WASTEWATERS.

(a) **City Requirements.** Environmental Remediation Wastewaters (ERW), as defined in this ordinance, that are conveyed to the City by truck, rail, dedicated pipeline or sanitary sewer may be accepted by the City if all the requirements set forth in the following provisions of this ordinance and all applicable administrative procedures established by the director of public works are met.

Discharges into the sanitary sewers of such ERW as defined in this ordinance shall pay an ERW Discharge Fee of one and three-quarter cents (\$0.0175) per gallon for each gallon of such wastewaters delivered to the City under the provisions of this ordinance. Such charge shall be in lieu of flow, BOD and TSS charges as established by ordinance and rate ordinances in effect from time to time. Except as specifically superseded or modified, all rates and charges applicable to ERW, as defined in this ordinance, by reason of any City ordinance or ordinances, shall continue to be due and payable.

* * * * *

(g) **ERW Discharge Costs and Monitoring Charges.** The City will bill the user for the ERW discharges into the sanitary sewers as per ordinance, which is currently \$0.0175 per gallon. The cost for City sampling and analysis are also covered in the ordinance, and are separate charges from ERW Discharge Fee.

* * * * *

(l) **Groundwater Monitoring Wells:**

(1) Development Wastewater shall not be considered ERW and therefore shall not be charged at the rate of \$0.0175 per gallon, but shall be charged at the domestic rate and must first be settled out to remove suspended solids before discharging to sanitary sewer or at the treatment plant. For purposes of this subsection, development wastewater shall be that water which contains sediment and clay and is encountered when the wells must be drilled and "developed" prior to groundwater pumping commencing at the site of contamination.

* * * * *

(m) **Groundwater Clean-Up.** If the Industrial User (IU) is involved in a groundwater clean-up which is generating ERW and wishes to use this ERW as a substitute for potable water in the normal processes which generate wastewater, then the IU shall not be charged the \$0.0175 per gallon ERW Discharge Fee. However, the IU must demonstrate and prove to the satisfaction of the City by clear and convincing evidence that it is not using this as process wastewater as a means of avoiding the \$0.0175 per gallon ERW Discharge Fee. As part of this test, the IU must prove that they have not increased the amount of normal process wastewater to accommodate all of the ERW that is generated.

* * * * *

Section 2 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3501, "CITY REQUIREMENTS," is hereby amended by repealing subsection (b) in its entirety and replacing it with a new subsection (b) dealing with the same subject matter, which shall read as follows:

"SEC. 34-3501. CITY REQUIREMENTS.

* * * * *

(b) Dischargers into the sanitary sewers of such ERW as defined in this ordinance shall pay an ERW Discharge Fee of \$0.0175 per gallon for each gallon of such wastewaters delivered to the City under the provisions

of this ordinance. Such charge shall be in lieu of flow, BOD and TSS charges as established by ordinance and rate ordinances in effect from time to time.

* * * * *

Section 3 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3507, "ERW DISCHARGE COSTS AND MONITORING CHARGES," is hereby amended by repealing Section 34-3507 in its entirety and replacing it with a new Section 34-3507 dealing with the same subject matter, which shall read as follows:

"SEC. 34-3507. ERW DISCHARGE COSTS AND MONITORING CHARGES.

The City will bill the user for the ERW discharges into the sanitary sewers as per ordinance, which is currently \$0.0175 per gallon. The costs for City sampling and analysis are also covered in the ordinance, and are separate charges from ERW Discharge Fee."

Section 4 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3512, "GROUNDWATER MONITORING WELLS," is hereby amended by repealing subsection (a) in its entirety and replacing it with a new subsection (a) dealing with the same subject matter, which shall read as follows:

"SEC. 34-3512. GROUNDWATER MONITORING WELLS.

(a) Development wastewater shall not be considered ERW and therefore shall not be charged at the rate of \$0.0175 per gallon, but shall be charged at the domestic rate and must first be settled out to remove suspended solids before discharging to the sanitary sewer or at the treatment plant. For purposes of this subsection, development wastewater shall be that water which contains sediment and clay and is encountered when the wells must be drilled and "developed" prior to ground pumping commencing at the site of the contamination.

* * * * *

Section 5 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3513, "GROUND WATER CLEAN-UP," is hereby amended by repealing Section 34-3513 in its entirety and replacing it with a new Section 34-3513 dealing with the same subject matter, which shall read as follows:

"SEC. 34-3513. GROUNDWATER CLEAN-UP.

If the Industrial User (IU) is involved in a groundwater clean-up, which is generating ERW and wishes to use this ERW as a substitute for potable water in the normal processes which generate wastewater; then the IU shall not be charged the \$0.0175 per gallon ERW Discharge Fee. However, the IU must demonstrate and prove to the satisfaction of the City by clear and convincing evidence that it is not using this as process wastewater as a means of avoiding the \$0.0175 per gallon ERW Discharge Fee. As part of this test, the IU must prove that they have not increased the amount of normal process wastewater to accommodate all of the ERW that is generated."

Section 6 - That this Ordinance shall be in full force and effect 10 days from and after passage, approval, and, if required by law, publication in the manner provided for by law.

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AN ORDINANCE

AMENDING Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, by amending Section 34-3402, "PRETREATMENT OF WASTEWATER," by repealing subsection (d) in its entirety and replacing it with a new subsection (d) dealing with the same subject matter; by amending Section 34-3414, "PRETREATMENT CHARGES AND FEES," by repealing subsections (b), (c) and (d) in their entirety and replacing them with a new subsection (b) dealing with the same subject matter.

WHEREAS, the Committee-of-the-Whole reviewed the City user fees on September 17, 2013; and

WHEREAS, at that time, City staff recommended adjusting the user fees associated with wastewater pretreatment and permitting, in-house lab testing, and receiving and processing hauled wastewater; and

WHEREAS, City staff seek to amend Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances to adjust the user fees associated with the above-referenced services; and

WHEREAS, if approved, the fees will be in effect ten days from and after passage.

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

Section 1 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3402, "PRETREATMENT OF WASTEWATER," is hereby amended by repealing subsection (d) in its entirety and replacing it with a new subsection (d) dealing with the same subject matter, which shall read as follows:

"SEC. 34-3402 PRETREATMENT OF WASTEWATER.

* * * * *

(d) **Hauled Wastewater.**

(1) **General Requirements.** Industrial, landfill leachate, thin stillage corn syrup, septic tank, grease waste or any other wastewater hauled by truck or trailer may be introduced into the POTW only at locations and at such times as are established by the Public Works Director (director) or designee. Any person, firm or corporation desiring to haul said waste to the City of Moline Wastewater Treatment Plant shall obtain a Waste Hauler Permit by registering annually with the director. Said director may prohibit or restrict, and has the right to refuse, the disposal of any or all hauled wastes. No load shall be discharged without prior consent of the director and samples may be collected from each hauled load to ensure compliance with applicable standards. Said waste shall not violate Section 34-3401 of this ordinance or any other requirements or provisions established

by the City or the IEPA. Grease trap waste shall be exempt from the requirements set forth in Sec. 34-3401(3)(q).

(2) **Permit Requirements.**

a. **Grease Trap and Septic Waste Haulers.** A Waste Hauler Permit fee of fifty dollars (\$50.00) shall be required annually for each type of waste disposal and be valid for a one-year period commencing on January 1.

b. **Industrial Waste, Landfill Leachate, Thin Stillage Corn Syrup Waste.**

Generators. The director shall require generators to obtain the General Wastewater Discharge Permit and submit a Supplemental (Baseline Monitoring) Report. If the generator is also the hauler, the generator shall be required to obtain a Waste Hauler Permit (fee exempt).

Haulers. The director may require contract haulers (not generator owned) to obtain a General Wastewater Discharge Permit and submit a Supplemental (Baseline Monitoring) Report, in addition to the required Waste Hauler Permit.

c. **Permit Registration.** Permit registration shall consist of providing the legal business name of the person, firm or corporation; the address and telephone number of the business; the names of representatives, officers, or employees authorized to haul waste in the business name; vehicle identification; disposal site; known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

d. **Insurance Requirements.** Proof of liability insurance acceptable to the office of the director in the type and amount listed below:

Each applicant desiring to haul grease, septic tank, leachate, or thin stillage corn syrup waste to the City of Moline Wastewater Treatment Plant shall obtain and maintain for the duration of such permit registration, public liability and property damage insurance in the minimum amount and form as hereby specified: \$100,000.00 for each occurrence of property damage; and \$300,000.00 for each occurrence of personal injury or bodily harm. Such policy shall provide that it cannot be cancelled except upon written notification to the director at least thirty (30) days prior to the date of cancellation. Proof shall be a certificate of insurance; and

Proof that the applicant has obtained workers' compensation insurance or that the applicant is an approved self-insurer of workers' compensation. Proof shall be either the Certificate of Insurance from the insurance provider or the Certificate of Approval as a self-insurer issued by the Illinois Industrial Commission. If an applicant is a sole proprietorship or partnership and the applicant has no employees, the applicant shall not be required to provide proof of workers' compensation insurance. Such applicant's application shall include a sworn statement that said applicant has no employees.

(3) **Receiving Fees.** Waste hauler receiving fees for grease trap, septic, and industrial waste shall be based on the tank capacity of container per load. See 34-3414 for fees.

(4) **Administrative Penalties.**

a. Multiple violations of the Waste Hauler Permit, as defined in this section, may warrant administrative penalties, revocation of permit, and termination of discharge privileges to the Moline Wastewater Treatment Plant.

- b. When the director finds that a user has violated, or continues to violate, any provision of this ordinance for a waste hauler permit, or any other pretreatment standard or requirement, the director may assess an administrative penalty to such user in an amount not to exceed five hundred dollars (\$500.00). Such penalties shall be assessed on a per violation, per day basis.
- c. A lien against the user's property will be sought for unpaid charges, fines, and penalties.
- d. Users desiring to dispute such penalties must file a written request to the director for reconsideration along with full payment of the fine amount within thirty (30) days of being notified of the penalty. Where a request has merit, the director may convene a hearing on the matter. In the event the user's appeal is successful, the payment shall be returned to the user. The director may add the costs of preparing administrative enforcement actions, such as notices and orders, to the penalty.
- e. Issuance of an administrative penalty shall not be a bar against, or a prerequisite for, taking any other action against the user."

Section 2 - That Chapter 34, "WATER AND SEWERS," of the Moline Code of Ordinances, Section 34-3414, "PRETREATMENT CHARGES AND FEES," is hereby amended by repealing subsections (b), (c) and (d) in their entirety and replacing them with a new subsection (b) dealing with the same subject matter, which shall read as follows:

"SEC. 34-3414. PRETREATMENT CHARGES AND FEES.

* * * * *

(b) Established Permits and Fees.

(1) Permit Fees.

a.	General Wastewater Discharge Permit	\$400.00
b.	Renewal of General Wastewater Discharge Permit	\$350.00
c.	Supplemental (Baseline Monitoring) Report	\$125.00
d.	Waste Hauler Permit	
	ERW	\$ 50.00
	Grease	\$ 50.00
	Septic	\$ 50.00
	Thin Stillage Corn syrup	\$ 50.00
	Industrial and Landfill Leachate	No Fee
	(included in General Wastewater Discharge Permit)	

(2) Pretreatment Fees.

- a. Industrial User Sampling Cost (per sample) \$150.00
- b. In-House Laboratory Testing Fees.

BOD5	\$ 18.00
Total suspended solids	\$ 16.00
Chemical oxygen demand	\$ 18.00
Oxygen demand index	\$ 18.00
pH	\$ 5.00
Fecal coliform	\$ 25.00

c. Contract Laboratory Testing Fees.

Laboratory testing fees (testing done outside City) will be the cost of the laboratory test(s) plus ten percent (10%) of test cost(s).

(3) **Hauled Waste Fees.**

a. Camper Trailer Discharge

Camper trailers (Moline residents only)	No Fee
Camper trailers (Non-Moline residents)	\$ 10.00

b. Hauled Wastewater Receiving Fees
(based on tank capacity of container per load)

Industrial Waste (landfill leachate and thin stillage)
\$0.05/gallon – Moline Origin
\$0.05/gallon – Non-Moline Origin (Rock Island County only
unless otherwise approved by director)

Septic Waste
\$0.05/gallon – Moline Origin
\$0.07/gallon – Non-Moline Origin (Rock Island County only
unless otherwise approved by director)

Grease Trap Waste
\$0.15/gallon – Moline Origin
\$0.20/gallon – Non-Moline Origin (Rock Island County only
unless otherwise approved by director)

(4) **Environmental Remediation Wastewater (ERW) Discharge Fee**
\$0.0175/gallon”

Section 3 - That this Ordinance shall be in full force and effect 10 days from and after passage, approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Council Bill/General Ordinance No. 3054-2013

Sponsor: _____

Page 5 of 5

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No.: 3055-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-4205, "ALTERED SPEED LIMITS," Appendix 35, "SCHOOL SPEED LIMIT," by adding Twelfth Street, from Nineteenth to Twenty-Third 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, Section 20-4205, "ALTERED SPEED LIMITS," Appendix 35, "SCHOOL SPEED LIMIT," is amended by adding Twelfth Street, from Nineteenth to Twenty Third 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.: 3056-2013
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 Fifty-Second Street Court, south of Thirty-Fourth Avenue, in the cul-de-sac.

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 amended by including Fifty-Second Street Court, south of Thirty-Fourth Avenue, in the cul-de-sac.

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/Ordinance No.: 4060-2013

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 Reindeer Ramble 5K scheduled for Sunday, December 8, 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:

Sunday, December 8, 2013, from 8:00 a.m. to 10:00 a.m.

52nd Avenue from the easternmost side of 25th Street to the westernmost side of 7th Street;
7th Street from the northernmost side of 52nd Avenue to the southernmost side of North Shore Drive;
North Shore Drive from the westernmost side of 7th Street to the easternmost side of 25th Street; and
25th Street from the southernmost side of North Shore Drive to the northernmost side of 52nd 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