

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, February 11, 2014

Questions on the Agenda

Agenda Items

- 1. Agreement with National Cart Advertising to Implement a Pilot Program of Providing Advertising on Garbage Cart Lids.** (Doug House, Municipal Services General Manager)
- 2. Hold Harmless and Indemnification Agreement** (Kim Hankins, Public Safety Director)
- 3. Contract with Fischer Excavating for 48th Street Reconstruction, 23rd – 26th Avenues** (Scott Hinton, City Engineer)
- 4. Contract with Peterson Parking Lot Striping for 2014 Pavement Marking Program** (Scott Hinton, City Engineer)
- 5. Performance Based Development Agreement between the City of Moline and Macerich South Park Mall LLC.** (Ray Forsythe, Planning & Development Director)
- 6. Acceptance of IHDA Agreement for the 2013 Trust Fund Emergency Repair Program funding in the amount of \$217,350.00.** (K.J. Whitley, Lead Program Manager)
- 7. Other**

Informational

Davis Block/John Deere Collector Center Report (Dick Potter, Historic Preservation Commission)

Explanation

1. Approval to enter into a Right to Use Agreement with National Cart Advertising, LLC Services to implement a pilot program of providing advertising on garbage cart lids. (Doug House, Municipal Services General Manager)

Explanation: As a part of the Municipal Services Six SIGMA evaluation of sanitation services, an alternative revenue source of cart lid advertising has been identified. Staff recommends entering into a pilot program for one year by utilizing approximately 1900 carts on Route 3 of Monday and Tuesday's. A pilot program will allow Council and Staff to evaluate the program before implementing it on a City-wide basis. If approved, the Municipal Services General Manager will provide public education by sending a letter out to all residents prior to the installation of the cart lids. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Anticipated revenues from the pilot program are estimated at \$3,400.00 quarterly and \$12,160.00 annually.

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City

2. Hold Harmless and Indemnification Agreement (Kim Hankins, Public Safety Director)

Explanation: Two Moline police officers are members of the Illinois Law Enforcement Alarm System (ILEAS) regional Special Response Team (SRT). The SRT is a highly trained and skilled tactical team that serves as a resource for area ILEAS member agencies in handling specific incidents. In order for the officers to be eligible to attend a training course scheduled for March 10-14, 2014, ILEAS requires that a Hold Harmless and Indemnification Agreement be executed. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: N/A

Public Notice/Recording: N/A

Goal Impacted: N/A

3. Approval of a Contract with Fischer Excavating, Inc. for Project #1184, 48th Street Reconstruction, 23rd – 26th Avenues (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 4, 2014 for Project #1184 with the following results:

\$1,125,808.62	Fischer Excavating
\$1,128,072.00	Walter D Laud
\$1,182,099.00	Centennial Contractors
\$1,184,009.78	Langman Construction
\$1,209,052.33	Brandt Construction
Incomplete Bid	Valley Construction

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	460,000.00	473,007.45	510-9957-438.08-10
Water	310,000.00	222,714.76	310-1716-434.08-45
WPC	360,000.00	317,803.54	320-1840-433.08-30
Storm	120,000.00	112,282.87	330-1971-433.08-35
	\$1,250,000.00	\$1,125,808.62	

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Improved City Infrastructure & Facilities

4. Approval of a Contract with Peterson Parking Lot Striping, Inc. for Project #1191 2014 Pavement Marking Program (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 4, 2014 for Project #1191 with the following results:

Staff Recommendation: \$152,151.25 Peterson Approval
Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	150,000.00	152,151.25	510-9957-438.04-25
Water			
WPC			
Storm			
	\$150,000.00	\$152,151.25	

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Improved City Infrastructure & Facilities

5. Performance Based Development Agreement between the City of Moline and Macerich South Park Mall LLC. (Ray Forsythe, Planning & Development Director)

Explanation: In order to allow for a comprehensive redevelopment of the mall, Macerich South Park Mall LLC (“Developer”) seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of portions of the property located at 4500 16th Street, Moline, for the South Park Mall Redevelopment Project. The Project will consist of improvements including, but not limited to, demolition of existing portions of South Park Mall and rehabilitation of portions of the remaining mall façade; installation of certain public improvements, including streets and streets improvements and public utilities; installation of new mall signage; lighting; parking lot resurfacing and re-striping; and landscaping. To facilitate this redevelopment, the City Council has established the SouthPark Mall Tax Increment Financing District; access from John Deere Road is being worked out with the Developer and the Illinois Department of Transportation; and negotiation of a Performance Based Agreement with the City of Moline. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: N/A

Public Notice/Recording: N/A

Goals Impacted: A Great Place to Live, Financially Strong City, Strong Local Economy

6. Acceptance of Illinois Housing Development Authority (IHDA) Agreement for the 2013 Trust Fund Emergency Repair Program funding in the amount of \$217,350.00. (K.J. Whitley, Lead Program Manager)

Explanation: The 2013 Trust Fund Emergency Repair Program is funded through the Illinois Affordable Housing Trust fund. The Trust Fund has historically received funds annually through the Illinois Real Estate Transfer Tax to finance affordable housing developments throughout the state. The Planning and Development Department prepared the grant and submitted it to IHDA for funding in which the City of Moline was awarded \$217,350.00. The purpose of the program is to provide assistance to low-income and very-low income homeowners to repair their homes and to remove health and safety hazards. Funds can be used to replace costly maintenance items, such as roofs, HVAC systems, electrical and plumbing systems. Funds can also be used to pay for repairs and improvements that increase the basic livability of the home making the home safer for homeowners. Homeowners will receive up to \$20,000 in assistance in the form of a zero-percent interest loan forgiven over a five-year

period. Additional documentation attached. This item will also appear on the formal Council Agenda under “Items Not on Consent” for February 11, 2014.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Desirable Place to Live

**RIGHT TO USE AGREEMENT FOR
NATIONAL CART ADVERTISING, LLC SERVICES**

This RIGHT TO USE AGREEMENT FOR CART ADVERTISING SERVICES (this "Agreement") is entered into as of FEBRUARY 1, 2014, by and between **MOLINE, IL** (the "User") and National Cart Marketing, LLC, a Delaware limited liability company (the "Company").

Recitals:

A. The User currently has in use various curbside trash bins and carts (collectively, "Carts") in areas under the User's control.

B. The Company is in the business of selling and placing advertising materials on trash bins similar to the Carts and desires to provide such services to the User.

C. The User has determined that the Company's Advertising Program (defined in Section 4(a)) is in the best interest of the User as it will increase revenues to the User and help support its operating budget.

D. The User and the Company desire to enter into this Agreement pursuant to which the Company will provide certain advertising materials on the Carts and make certain payments to the User, subject to the terms of this Agreement.

E. This contract is written for the purpose of implementing a pilot program within the User's community and being entered into with the expectation of an expansion throughout Moline.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **Company's Exclusive Privilege to Use Cart Lids.**

(a) During the Term (defined in Section 6(a)), and subject to the terms and conditions of this Agreement, (i) the Company shall have the exclusive license and right to market, sell and place advertising on all exterior and interior spaces on the lids of the Carts, (ii) all advertising to be placed on the Carts by the User, or by any Person (defined below) on behalf of the User, shall be contracted through the Company, and (iii) the Company shall have the exclusive license and right to replace all of the lids on the Carts with custom designed and patented Company-owned lids (the "Lids") with the advertising components integral to the Lid and its space, and (iv) the Company will be responsible for replacing damaged Lids. Such licenses and rights shall apply to all Carts in use by or on behalf of the User from time to time during the Term. For purposes of this Agreement, "Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

(b) As of March 1, 2014, the User will have at least 1,900 Carts available for the Company to deploy its Advertising Program. The Carts shall be located throughout the User in locations determined at the discretion of the User in cooperation with the Company. The user will supply the Company with an address file in a comma or space delimited machine-readable format e.g., Excel, to be used by the Company to monitor and manage its inventory of lids and advertising materials. The User will send or otherwise deliver, a letter to cart end-users e.g., homeowners, approximately 15 days prior to installation of the Company's lids. The Company has an announcement letter available to the User for this purpose. The purpose of the announcement letter is to assist the User in managing expectations.

(c) The Company shall be solely responsible, at its cost and expense, for the implementation of the Advertising Program, including placing, renewing, changing and maintaining in a neat and proper condition all advertisements on the Cart Lids.

2. **Payment.** Within 30 days of the end of each calendar quarter during the Term, the Company shall pay to the User a fractional amount equal to \$6.40 per 12- month year for each Cart that is deployed containing advertising by the Company through the Advertising Program (a "Quarterly Payment"). The Term for these quarterly payments begins on the date NCM's lids have been installed. NCM will deliver an announcement letter to Moline on the date the lids have been installed. Each Quarterly Payment shall be accompanied by a statement of the number of Carts that have been deployed and contain such advertising during such month.

3. **Company Obligations.** The Company, at its own expense, shall pay all costs and expenses associated with cleaning, displaying and removing all advertising on the Cart Lids. The Company, at its own expense, will remove existing lids on the Carts and replace them with the National Cart Lids. The Lids shall be the sole property of the Company. The Company shall perform all work, and shall furnish all labor, necessary supplies, supervision and organization necessary for the proper placement, display and removal of advertising on the Cart Lids. The costs and responsibility of deployment, removal, maintenance and emptying of the Carts shall exclusively be borne by the User. The original lids will be removed by the Company and retained and owned by the User.

4. **Advertising Program.**

(a) The Company shall have the sole right to implement from time to time its advertising program on Cart Lids (the "Advertising Program"), including determining the type of advertising and content to be placed on the Cart Lids and the information that is produced by the Lid and its components. The Company will be sensitive to community values and will use its commercially reasonable efforts to meet general guidelines of acceptability regarding the placement of advertising on the Cart Lids. The following types of advertising shall not be accepted by the Company for placement on the Cart Lids.

- (i) Advertisements prohibited by federal, state or local law.
- (ii) Advertisements containing feminine hygiene products or contraceptives of any kind or nature.

(iii) Advertisements of a sexually explicit nature or advertisements which promote shows, movies, pictures, books or other materials, exhibitions or performances of a sexually explicit nature.

(iv) Advertisements that are offensive to moral standards.

(v) Advertisement copy that is contrary to the best interest of the User, as determined by User.

(vi) Advertisements which could reasonably be deemed to be slanderous or libelous.

(b) During the Term, the User shall have the right to promote itself as a program sponsor of the Advertising Program.

5. **Term and Termination.**

(a) The term of this Agreement shall be for a period of one year commencing March 1, 2014 and ending February 28, 2015 (the "Term"), unless sooner terminated as hereafter provided.

(b) If the Company defaults in the performance of any of the obligations of the User contained herein to be performed, and such default shall continue for a period of 30 days after the User has notified the Company in writing of the Company's default hereunder and the Company has failed to correct such default within such 30 days, the User may, at its option, terminate this Agreement.

(c) If the User defaults in the performance of any of the obligations of the Company contained herein to be performed and such default or neglect shall continue for a period of 30 days after the Company has notified the User in writing of the User's default hereunder and the User has failed to correct such default within such 30 days, the Company may, at its option, terminate this Agreement.

(d) User shall deploy the Carts as set forth on Schedule A to this Agreement. If User fails to deploy the specified number of carts within the time frame set forth on Schedule A, the Company may, at its option, terminate this Agreement.

(e) If the User fails to retain [NOT APPLICABLE] as its trash removal hauler, the Company may, at its option, terminate this Agreement.

(f) Following the expiration or earlier termination of this Agreement, (i) the Company shall pay all Monthly Payments to the User which are due and payable as of the date of such termination; (ii) the Company shall have the right to remove all advertisements from the Carts and the right to retrieve all Company owned Lids, all of which shall remain the sole property of the Company; (iii) the Company shall have the right of first refusal for the use of the Carts for any advertisements with such right surviving termination of the Agreement; (iv) the Company shall remove its Lids and re-install the user's lids within 30 days of termination. If Company has not removed its Lids and/or re-installed User's lids within 30 days, User may do so

at the sole cost and expense of the Company; and (v) the parties shall have no further obligations under this Agreement.

6. **Indemnity.** The Company shall indemnify, defend and hold harmless the User from and against claims, damages, losses and expenses including reasonable attorney's fees, arising out of, resulting from, or related to the Company's actions in connection with this Agreement, including any bodily injury, sickness, disease, death or injury to or destruction of tangible or intangible property; provided that the Company shall have no such obligation to indemnify or hold harmless the User for any such losses, claims, damages and expenses arising out of or resulting from the gross negligence or willful misconduct of the User.

7. **Insurance.**

(a) The Company shall purchase such insurance as shall protect the Company from claims which may arise out of or result from the Company's operations under the Agreement for which the Company may be legally liable, whether such operations be by the Company itself or by anyone directly or indirectly employed by the Company or by anyone for whose acts, any of them, may be liable. The insurance required shall be written for not less than the following amounts:

Workers' Compensation	-	Statutory
Commercial General Liability		
Bodily Injury and Property Damage	-	\$1,000,000 combined single limit each occurrence
	-	\$2,000,000 Aggregate
Property Damage Liability	-	\$500,000 per occurrence
Employer's Liability	-	\$1,000,000 per occurrence
Hired/non-owned Auto Liability	-	\$1,000,000 [per occurrence]
Umbrella/Excess	-	\$2,000,000 Aggregate

(b) All liability insurance policies shall be written on an occurrence basis only, shall be endorsed to add the City of Moline, its official agents, and employees as an additional insured as related to this Agreement and shall be maintained without interruption from the date of the commencement of the work until the date of termination. All insurance coverages are to be placed with an insurance company authorized to do business in the State of Illinois and shall be placed with an insurer that has an AM best rating of not less than A-:VII, unless specific written approval has been granted by the User to deviate from this requirement. The Company shall not commence work under this contract until the Company has obtained all insurance required under this section and such insurance has been approved by the User. All certificates of insurance evidencing such coverages shall be filed with the Agreement showing the specific limits of insurance coverage required and any deductibles required. Such certificate shall specifically state the insurance policies are to be endorsed to require the insured to provide the User thirty (30) days' notice of cancellation, non-renewal, or any material reduction of insurance coverage.

8. **Independent Company.** It is agreed that the Company shall perform under this Agreement as an independent company with the sole control of the manner and means of performing the services required under this Agreement. The Company is, for all purposes arising out of this Agreement, an independent company and none of the Company's officers, agents or employees shall be entitled to any benefits which the User's employees are entitled, including overtime, retirement benefits, workers' compensation benefits, and injury leave or other benefits. Further, it is expressly understood that the Company, its officers, agents and employees are acting on their own behalf and are acting without supervision or approval from the User.

9. **Notice.** All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Notices delivered by hand shall be deemed given when received and notices by nationally recognized private carrier shall be deemed given on the first business day following deposit with such carrier. All notices shall be addressed as follows:

If to the Company:

National Cart Marketing, LLC
139 Whittaker Street
New Buffalo, MI 49117
Attention: Phil Bonello

If to the User:

City of Moline Public Works
3635 4th Avenue
Moline, IL 61265
Attention: Doug House

With a copy to:

City of Moline
619 16th Street
Moline, IL 61265
Attention: Maureen Riggs, City Attorney

10. **Compliance with Law.** In the performance of this Agreement, the Company agrees that it shall comply with all federal, state and local laws, ordinances, rules and regulations as may be applicable to the operations engaged in hereunder.

11. **Assignment and Delegation.** Neither party shall assign any interest in this Agreement, nor delegate any duty arising under this Agreement, to any Person without the prior written consent of the other party.

12. **Binding Effect; Benefit.** This Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns. Nothing in this Agreement, express or implied, shall confer on any Person other than the parties, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute a single instrument. Execution and delivery of this Agreement and all documents required hereby by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

14. **Entire Agreement.** The Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter.

15. **Representations.** No representations, warranties, undertakings or promises, whether oral, implied, written or otherwise, have been made by either party to the other party unless expressly stated in this Agreement. Neither party has relied on any verbal representations, agreements or understandings not expressly set forth in this Agreement.

16. **Governing Law.** This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Illinois without regard to conflict of law principles. Each party submits to the jurisdiction of the State of Illinois and any court situated in Rock Island County, Illinois.

17. **Non-Waiver.** The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by such party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

18. **Severable Provisions.** The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual interest and no rules of strict construction shall be applied.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

COMPANY

NATIONAL CART MARKETING, LLC

By: 
Name: Philip H. Bonello

Title: President and CEO

Address: 139 North Whittaker Street
New Buffalo, MI 49117

USER

CITY OF MOLINE, ILLINOIS

By: _____
Name: Scott Raes
Title: Mayor

Attest: _____
Tracy Koranda, City Clerk
Address: 619 16th Street
Moline, IL 61265

Schedule A

Date	Number of Toter 96 Gallon Carts to be deployed by User
March 1, 2014	1900
No later than July 1, 2014	5000
No later than August 1, 2014	5000



ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

1701 E. Main Street • Urbana, IL 61802
(217) 328-3800 • Fax (217) 328-3845

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

For and in consideration of the enrollment of its employee(s) in a Training Program to be conducted by the Illinois Law Enforcement Alarm System (ILEAS) from March 10th 2014 through March 14th, 2014, the Village/City/County of Moline agrees as follows.

- 1) To hold harmless and indemnify ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees, and to assume full responsibility for and to defend, pay or otherwise settle, any and all liabilities, claims, demands, actions, or causes of action of every nature and character whatsoever, including but not limited to injuries to said employees, resulting from, arising out of, or connected with the employees' participation in the training program.
- 2) To release and discharge ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees from any and all liabilities, claims, demands, actions or cause of action, of every nature whatsoever, arising out of, connected with, or in any way associated with the employees' participation in the training program.

It is further understood and agreed that ILEAS assumes no responsibility for the condition of the training sites, or any other facilities used for training, or for the security of or damage to any personal property on land controlled or utilized by ILEAS.

IN WITNESS THEREOF, this agreement is executed this _____ day of February, 2014.

(Village) (City) (County) of Moline

BY: _____
Chief of Police/Sheriff

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 4, 2014 11:00 a.m.

Project: 1184 - 48th Street Reconstruction

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Fischer Excavating, Inc.		Walter D. Laud, Inc.		Centennial Contractors of the Quad Cities, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal (6 to 15 units)	22	Units	\$15.73	\$346.06	\$25.00	\$550.00	\$65.00	\$1,430.00
2	Tree Removal (over 15 units)	34	Units	\$17.44	\$592.96	\$45.00	\$1,530.00	\$100.00	\$3,400.00
3	Earth Excavation	2365	CY	\$27.71	\$65,534.15	\$20.00	\$47,300.00	\$21.00	\$49,665.00
4	Embankment	132	CY	\$7.60	\$1,003.20	\$15.00	\$1,980.00	\$1.10	\$145.20
5	Geotechnical Fabric for Ground Stabilization	4690	SY	\$2.00	\$9,380.00	\$1.10	\$5,159.00	\$1.00	\$4,690.00
6	Seeding Special Complete	3967	SY	\$2.95	\$11,702.65	\$0.50	\$1,983.50	\$1.65	\$6,545.55
7	Stone Dumped Rip Rap	24	TON	\$64.06	\$1,537.44	\$50.00	\$1,200.00	\$77.00	\$1,848.00
8	HMA Surface Course Transition	10	TON	\$170.75	\$1,707.50	\$160.00	\$1,600.00	\$150.00	\$1,500.00
9	Aggregate Base Course, Type C, 6"	4690	SY	\$6.58	\$30,860.20	\$9.50	\$44,555.00	\$7.25	\$34,002.50
10	PCC Pavement, 7" w/Integral Curb	4372	SY	\$43.00	\$187,996.00	\$43.00	\$187,996.00	\$44.00	\$192,368.00
11	PCC Driveway Pavement	1294	SY	\$63.00	\$81,522.00	\$63.00	\$81,522.00	\$54.00	\$69,876.00
12	PCC Sidewalk, 4"	10428	SF	\$4.00	\$41,712.00	\$4.00	\$41,712.00	\$5.00	\$52,140.00
13	Class B Patch, Type IV, 8"	141	SY	\$101.74	\$14,345.34	\$80.00	\$11,280.00	\$76.00	\$10,716.00
14	Pavement Removal	435	SY	\$7.83	\$3,406.05	\$10.00	\$4,350.00	\$9.00	\$3,915.00
15	Driveway Pavement Removal	802	SY	\$7.00	\$5,614.00	\$10.00	\$8,020.00	\$9.00	\$7,218.00
16	Sidewalk Removal	1025	SF	\$1.20	\$1,230.00	\$1.00	\$1,025.00	\$1.00	\$1,025.00
17	Modify Magnetometer Vehicle Detection System	1	EA	\$6,115.00	\$6,115.00	\$6,115.00	\$6,115.00	\$7,000.00	\$7,000.00
18	Watermain, DIP, P CL 350, 8"	1514	LF	\$47.78	\$72,338.92	\$67.00	\$101,438.00	\$77.00	\$116,578.00
19	Tapping Tee, 8" with Valve and Box, 8"	1	EA	\$4,786.77	\$4,786.77	\$3,500.00	\$3,500.00	\$4,725.00	\$4,725.00
20	Tee, DI, MJ, 8" x 6"	4	EA	\$535.51	\$2,142.04	\$400.00	\$1,600.00	\$367.50	\$1,470.00
21	Tee, DI, MJ, 8" x 8"	1	EA	\$684.89	\$684.89	\$600.00	\$600.00	\$440.00	\$440.00
22	90° Bend, DI, MJ, 8"	4	EA	\$447.30	\$1,789.20	\$350.00	\$1,400.00	\$315.00	\$1,260.00
23	Cap, DI, MJ, 8"	2	EA	\$243.48	\$486.96	\$185.00	\$370.00	\$155.00	\$310.00
24	Reducer, DI, MJ, 12" x 8"	1	EA	\$961.93	\$961.93	\$500.00	\$500.00	\$420.00	\$420.00
25	Valve and Box, 8"	2	EA	\$1,583.34	\$3,166.68	\$1,500.00	\$3,000.00	\$1,350.00	\$2,700.00
26	Fire Hydrant Assembly Complete	4	EA	\$4,293.21	\$17,172.84	\$4,500.00	\$18,000.00	\$4,100.00	\$16,400.00
27	Solid Sleeve, 8"	1	EA	\$1,561.04	\$1,561.04	\$325.00	\$325.00	\$288.00	\$288.00
28	Remove Existing Valve & Vault	1	EA	\$396.92	\$396.92	\$600.00	\$600.00	\$788.00	\$788.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

29	Valve Box to be Removed	2	EA	\$83.67	\$167.34	\$50.00	\$100.00	\$500.00	\$1,000.00
30	Fire Hydrant to be Removed	2	EA	\$294.58	\$589.16	\$500.00	\$1,000.00	\$788.00	\$1,576.00
31	Standard Testing Connection, 1"	4	EA	\$184.48	\$737.92	\$250.00	\$1,000.00	\$210.00	\$840.00
32	Water Service Connection, 1" (Corporation)	44	EA	\$155.16	\$6,827.04	\$1,100.00	\$48,400.00	\$788.00	\$34,672.00
33	Water Service Connection, 1.5" (Corporation)	1	EA	\$326.68	\$326.68	\$1,600.00	\$1,600.00	\$1,365.00	\$1,365.00
34	Copper Water Service Pipe, 1"	1343	LF	\$37.03	\$49,731.29	\$17.50	\$23,502.50	\$33.50	\$44,990.50
35	Copper Water Service Pipe, 1.5"	8	LF	\$86.07	\$688.56	\$40.00	\$320.00	\$210.00	\$1,680.00
36	Curb Stop and Box, 1"	44	EA	\$253.10	\$11,136.40	\$200.00	\$8,800.00	\$788.00	\$34,672.00
37	Curb Stop and Box, 1.5"	1	EA	\$410.36	\$410.36	\$500.00	\$500.00	\$1,470.00	\$1,470.00
38	Watermain Encasement	70	LF	\$69.27	\$4,848.90	\$140.00	\$9,800.00	\$115.00	\$8,050.00
39	Trench Backfill (Water)	1710	CY	\$24.25	\$41,467.50	\$5.00	\$8,550.00	\$1.05	\$1,795.50
40	Valve Box to be Adjusted	2	EA	\$147.71	\$295.42	\$150.00	\$300.00	\$200.00	\$400.00
41	Sanitary Sewer, DIP, P CL 350, 8"	1430	LF	\$72.47	\$103,632.10	\$120.00	\$171,600.00	\$109.00	\$155,870.00
42	Manhole, Type A, 4' Dia. w/T. 1 F., Closed Lid	5	EA	\$4,174.48	\$20,872.40	\$3,000.00	\$15,000.00	\$2,992.00	\$14,960.00
43	Sanitary Sewer Service, 6"	1365	LF	\$83.44	\$113,895.60	\$40.00	\$54,600.00	\$63.00	\$85,995.00
44	Reconnect Sanitary Service Lateral, 6"	46	EA	\$115.72	\$5,323.12	\$1,300.00	\$59,800.00	\$1,339.00	\$61,594.00
45	Remove Manhole, Sanitary	6	EA	\$413.97	\$2,483.82	\$400.00	\$2,400.00	\$578.00	\$3,468.00
46	Trench Backfill (Sanitary)	2950	CY	\$24.27	\$71,596.50	\$5.00	\$14,750.00	\$1.05	\$3,097.50
47	Pipe Underdrain Complete, 4"	2403	LF	\$11.66	\$28,018.98	\$11.00	\$26,433.00	\$10.00	\$24,030.00
48	Pipe Underdrain in St. S. Trench Complete, 4"	381	LF	\$10.20	\$3,886.20	\$11.00	\$4,191.00	\$10.00	\$3,810.00
49	Storm Sewer, 10"	24	LF	\$38.98	\$935.52	\$40.00	\$960.00	\$46.00	\$1,104.00
50	Storm Sewer, 12"	267	LF	\$39.19	\$10,463.73	\$48.00	\$12,816.00	\$46.00	\$12,282.00
51	Storm Sewer, 15"	274	LF	\$39.12	\$10,718.88	\$49.00	\$13,426.00	\$50.00	\$13,700.00
52	Storm Sewer, 18"	352	LF	\$43.32	\$15,248.64	\$50.00	\$17,600.00	\$62.00	\$21,824.00
53	Storm Manhole to be Adjusted	1	EA	\$265.09	\$265.09	\$500.00	\$500.00	\$250.00	\$250.00
54	Catch Basin Special, No. 1	2	EA	\$3,285.15	\$6,570.30	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00
55	Catch Basin Double	2	EA	\$3,285.79	\$6,571.58	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00
56	Catch Basin Single	5	EA	\$2,431.54	\$12,157.70	\$2,750.00	\$13,750.00	\$2,000.00	\$10,000.00
57	Nyloplast Drain Basin, w/30" DI Grate	3	EA	\$2,042.32	\$6,126.96	\$3,350.00	\$10,050.00	\$2,500.00	\$7,500.00
58	PRC Flared End Section, 15"	1	EA	\$802.87	\$802.87	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
59	PRC Flared End Section, 18"	1	EA	\$924.91	\$924.91	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
60	Remove Manhole, Storm	1	EA	\$425.22	\$425.22	\$400.00	\$400.00	\$500.00	\$500.00
61	Remove Inlets	2	EA	\$119.38	\$238.76	\$400.00	\$800.00	\$500.00	\$1,000.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

62	Remove Storm Sewer, 12"	36	LF	\$7.02	\$252.72	\$12.00	\$432.00	\$10.00	\$360.00
63	Remove Storm Sewer, 15"	62	LF	\$7.03	\$435.86	\$12.00	\$744.00	\$10.00	\$620.00
64	Remove Storm Sewer, 18"	80	LF	\$7.03	\$562.40	\$15.00	\$1,200.00	\$10.00	\$800.00
65	Trench Backfill (Storm)	315	CY	\$24.37	\$7,676.55	\$5.00	\$1,575.00	\$20.00	\$6,300.00
66	Paint Pavement Marking - Line, 4"	135	LF	\$1.00	\$135.00	\$3.50	\$472.50	\$0.40	\$54.00
67	Paint Pavement Marking - Line, 24"	25	LF	\$6.00	\$150.00	\$9.00	\$225.00	\$1.00	\$25.00
68	Paint Pavement Marking - Letters & Symbols	23.5	SF	\$6.00	\$141.00	\$7.00	\$164.50	\$10.00	\$235.00
69	Traffic Control Complete	1	L.SUM	\$7,976.90	\$7,976.90	\$5,000.00	\$5,000.00	\$15,246.25	\$15,246.25
	TOTAL				\$1,125,808.62		\$1,128,072.00		\$1,182,099.00

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Langman Construction, Inc.		Brandt Construction Co.		Valley Construction	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal (6 to 15 units)	22	Units	\$20.00	\$440.00	\$35.00	\$770.00		\$0.00
2	Tree Removal (over 15 units)	34	Units	\$20.00	\$680.00	\$45.00	\$1,530.00		\$0.00
3	Earth Excavation	2365	CY	\$21.50	\$50,847.50	\$18.00	\$42,570.00		\$0.00
4	Embankment	132	CY	\$10.00	\$1,320.00	\$13.00	\$1,716.00		\$0.00
5	Geotechnical Fabric for Ground Stabilization	4690	SY	\$0.60	\$2,814.00	\$1.15	\$5,393.50		\$0.00
6	Seeding Special Complete	3967	SY	\$3.50	\$13,884.50	\$5.60	\$22,215.20		\$0.00
7	Stone Dumped Rip Rap	24	TON	\$45.00	\$1,080.00	\$47.00	\$1,128.00		\$0.00
8	HMA Surface Course Transition	10	TON	\$200.00	\$2,000.00	\$156.00	\$1,560.00		\$0.00
9	Aggregate Base Course, Type C, 6"	4690	SY	\$9.00	\$42,210.00	\$10.00	\$46,900.00		\$0.00
10	PCC Pavement, 7" w/Integral Curb	4372	SY	\$42.00	\$183,624.00	\$37.25	\$162,857.00		\$0.00
11	PCC Driveway Pavement	1294	SY	\$55.00	\$71,170.00	\$54.00	\$69,876.00		\$0.00
12	PCC Sidewalk, 4"	10428	SF	\$4.25	\$44,319.00	\$6.50	\$67,782.00		\$0.00
13	Class B Patch, Type IV, 8"	141	SY	\$100.00	\$14,100.00	\$78.00	\$10,998.00		\$0.00
14	Pavement Removal	435	SY	\$18.00	\$7,830.00	\$9.00	\$3,915.00		\$0.00
15	Driveway Pavement Removal	802	SY	\$18.00	\$14,436.00	\$9.00	\$7,218.00		\$0.00
16	Sidewalk Removal	1025	SF	\$2.00	\$2,050.00	\$1.00	\$1,025.00		\$0.00
17	Modify Magnetometer Vehicle Detection System	1	EA	\$6,100.00	\$6,100.00	\$6,850.00	\$6,850.00		\$0.00
18	Watermain, DIP, P CL 350, 8"	1514	LF	\$110.00	\$166,540.00	\$55.50	\$84,027.00		\$0.00
19	Tapping Tee, 8" with Valve and Box, 8"	1	EA	\$2,000.00	\$2,000.00	\$3,200.00	\$3,200.00		\$0.00
20	Tee, DI, MJ, 8" x 6"	4	EA	\$300.00	\$1,200.00	\$660.00	\$2,640.00		\$0.00
21	Tee, DI, MJ, 8" x 8"	1	EA	\$400.00	\$400.00	\$685.00	\$685.00		\$0.00
22	90° Bend, DI, MJ, 8"	4	EA	\$250.00	\$1,000.00	\$550.00	\$2,200.00		\$0.00
23	Cap, DI, MJ, 8"	2	EA	\$125.00	\$250.00	\$285.00	\$570.00		\$0.00
24	Reducer, DI, MJ, 12" x 8"	1	EA	\$350.00	\$350.00	\$615.00	\$615.00		\$0.00
25	Valve and Box, 8"	2	EA	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00		\$0.00
26	Fire Hydrant Assembly Complete	4	EA	\$3,000.00	\$12,000.00	\$4,700.00	\$18,800.00		\$0.00
27	Solid Sleeve, 8"	1	EA	\$225.00	\$225.00	\$475.00	\$475.00		\$0.00
28	Remove Existing Valve & Vault	1	EA	\$300.00	\$300.00	\$1,110.00	\$1,110.00		\$0.00
29	Valve Box to be Removed	2	EA	\$50.00	\$100.00	\$320.00	\$640.00		\$0.00
30	Fire Hydrant to be Removed	2	EA	\$500.00	\$1,000.00	\$410.00	\$820.00		\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

31	Standard Testing Connection, 1"	4	EA	\$100.00	\$400.00	\$540.00	\$2,160.00		\$0.00
32	Water Service Connection, 1" (Corporation)	44	EA	\$1,225.00	\$53,900.00	\$310.00	\$13,640.00		\$0.00
33	Water Service Connection, 1.5" (Corporation)	1	EA	\$1,300.00	\$1,300.00	\$400.00	\$400.00		\$0.00
34	Copper Water Service Pipe, 1"	1343	LF	\$10.00	\$13,430.00	\$34.00	\$45,662.00		\$0.00
35	Copper Water Service Pipe, 1.5"	8	LF	\$25.00	\$200.00	\$72.50	\$580.00		\$0.00
36	Curb Stop and Box, 1"	44	EA	\$120.00	\$5,280.00	\$340.00	\$14,960.00		\$0.00
37	Curb Stop and Box, 1.5"	1	EA	\$250.00	\$250.00	\$500.00	\$500.00		\$0.00
38	Watermain Encasement	70	LF	\$20.00	\$1,400.00	\$91.50	\$6,405.00		\$0.00
39	Trench Backfill (Water)	1710	CY	\$10.00	\$17,100.00	\$26.50	\$45,315.00		\$0.00
40	Valve Box to be Adjusted	2	EA	\$50.00	\$100.00	\$360.00	\$720.00		\$0.00
41	Sanitary Sewer, DIP, P CL 350, 8"	1430	LF	\$110.00	\$157,300.00	\$70.25	\$100,457.50		\$0.00
42	Manhole, Type A, 4' Dia. w/T. 1 F., Closed Lid	5	EA	\$3,000.00	\$15,000.00	\$4,050.00	\$20,250.00		\$0.00
43	Sanitary Sewer Service, 6"	1365	LF	\$30.00	\$40,950.00	\$66.25	\$90,431.25		\$0.00
44	Reconnect Sanitary Service Lateral, 6"	46	EA	\$1,160.00	\$53,360.00	\$1,135.00	\$52,210.00		\$0.00
45	Remove Manhole, Sanitary	6	EA	\$300.00	\$1,800.00	\$545.00	\$3,270.00		\$0.00
46	Trench Backfill (Sanitary)	2950	CY	\$10.00	\$29,500.00	\$26.50	\$78,175.00		\$0.00
47	Pipe Underdrain Complete, 4"	2403	LF	\$10.00	\$24,030.00	\$10.00	\$24,030.00		\$0.00
48	Pipe Underdrain in St. S. Trench Complete, 4"	381	LF	\$3.00	\$1,143.00	\$10.00	\$3,810.00		\$0.00
49	Storm Sewer, 10"	24	LF	\$80.00	\$1,920.00	\$68.00	\$1,632.00		\$0.00
50	Storm Sewer, 12"	267	LF	\$80.00	\$21,360.00	\$43.25	\$11,547.75		\$0.00
51	Storm Sewer, 15"	274	LF	\$85.00	\$23,290.00	\$47.00	\$12,878.00		\$0.00
52	Storm Sewer, 18"	352	LF	\$90.00	\$31,680.00	\$54.50	\$19,184.00		\$0.00
53	Storm Manhole to be Adjusted	1	EA	\$300.00	\$300.00	\$525.00	\$525.00		\$0.00
54	Catch Basin Special, No. 1	2	EA	\$3,500.00	\$7,000.00	\$3,700.00	\$7,400.00		\$0.00
55	Catch Basin Double	2	EA	\$3,200.00	\$6,400.00	\$3,150.00	\$6,300.00		\$0.00
56	Catch Basin Single	5	EA	\$2,000.00	\$10,000.00	\$2,100.00	\$10,500.00		\$0.00
57	Nyloplast Drain Basin, w/30" DI Grate	3	EA	\$2,000.00	\$6,000.00	\$2,425.00	\$7,275.00		\$0.00
58	PRC Flared End Section, 15"	1	EA	\$700.00	\$700.00	\$1,900.00	\$1,900.00		\$0.00
59	PRC Flared End Section, 18"	1	EA	\$800.00	\$800.00	\$1,950.00	\$1,950.00		\$0.00
60	Remove Manhole, Storm	1	EA	\$300.00	\$300.00	\$515.00	\$515.00		\$0.00
61	Remove Inlets	2	EA	\$300.00	\$600.00	\$515.00	\$1,030.00		\$0.00
62	Remove Storm Sewer, 12"	36	LF	\$0.01	\$0.36	\$24.00	\$864.00		\$0.00
63	Remove Storm Sewer, 15"	62	LF	\$0.01	\$0.62	\$22.50	\$1,395.00		\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

64	Remove Storm Sewer, 18"	80	LF	\$0.01	\$0.80	\$25.50	\$2,040.00		\$0.00
65	Trench Backfill (Storm)	315	CY	\$10.00	\$3,150.00	\$26.50	\$8,347.50		\$0.00
66	Paint Pavement Marking - Line, 4"	135	LF	\$1.00	\$135.00	\$1.15	\$155.25		\$0.00
67	Paint Pavement Marking - Line, 24"	25	LF	\$1.00	\$25.00	\$6.75	\$168.75		\$0.00
68	Paint Pavement Marking - Letters & Symbols	23.5	SF	\$10.00	\$235.00	\$6.75	\$158.63		\$0.00
69	Traffic Control Complete	1	L.SUM	\$7,000.00	\$7,000.00	\$37,225.00	\$37,225.00		\$0.00
	TOTAL				\$1,184,009.78		\$1,209,052.33		Incomplete Bid

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 4, 2014 11:00 a.m.

Project: 1191 - 2014 Pavement Marking Program

**Peterson Parking Lot Striping,
Inc.**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Paint Pavement Marking Line, 4"	120000	LF	\$0.1325	\$15,900.00		\$0.00		\$0.00
2	Paint Pavement Marking Line, 6"	15000	LF	\$1.80	\$27,000.00		\$0.00		\$0.00
3	Paint Pavement Marking Line, 12"	12000	LF	\$2.40	\$28,800.00		\$0.00		\$0.00
4	Paint Pavement Marking Line, 24"	6000	LF	\$3.95	\$23,700.00		\$0.00		\$0.00
5	Paint Pavement Marking Letters & Symbols	7000	SF	\$2.55	\$17,850.00		\$0.00		\$0.00
6	Paint Pavement Marking Line, 4" Special	500	LF	\$0.1325	\$66.25		\$0.00		\$0.00
7	Thermoplastic Pavement Marking-Letters & Symbols	1500	SF	\$4.90	\$7,350.00		\$0.00		\$0.00
8	Thermoplastic Pavement Marking Line, 24" White	500	LF	\$7.25	\$3,625.00		\$0.00		\$0.00
9	Thermoplastic Pavement Marking Line, 12" White	1200	LF	\$4.90	\$5,880.00		\$0.00		\$0.00
10	Thermoplastic Pavement Marking Line, 12" Yellow	200	LF	\$4.90	\$980.00		\$0.00		\$0.00
11	Thermoplastic Pavement Marking Line, 6" White	1000	LF	\$3.25	\$3,250.00		\$0.00		\$0.00
12	Thermoplastic Pavement Marking Line, 4" White	5000	LF	\$1.55	\$7,750.00		\$0.00		\$0.00
13	Thermoplastic Pavement Marking Line, 4" Yellow	5000	LF	\$1.55	\$7,750.00		\$0.00		\$0.00
14	Pavement Marking Removal	1000	SF	\$2.25	\$2,250.00		\$0.00		\$0.00
	TOTAL				\$152,151.25		\$0.00		\$0.00

EXECUTION**DEVELOPMENT AGREEMENT**

Between the

CITY OF MOLINE

and

MACERICH SOUTH PARK MALL LLC

THIS INDENTURE ("Development Agreement") made and entered into on this _____ day of _____, 2014 ("Effective Date"), by and between the City of Moline, an Illinois municipal corporation ("City"), and Macerich South Park Mall LLC, a Delaware limited liability company ("Developer") and collectively the "Parties."

WITNESSETH:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 *et seq.* (the "Act"); and

WHEREAS, pursuant to Ordinance Numbers 3034-2012, 3035-2012 and 3036-2012 ("TIF Ordinances"), the City approved a redevelopment plan and project (the "TIF Plan"), designated the redevelopment project area (the "South Park Mall Redevelopment Project Area"), and adopted tax increment allocation financing relative to the South Park Mall Tax Incremental Financing District (the "TIF District"); said South Park Mall Redevelopment Project Area being legally described and depicted as set forth in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the Developer owns a certain parcel of real property located within the South Park Mall Redevelopment Project Area described as tax parcel number SM-14989 (P.I.N. 17-16-107-006) ("Developer Parcel"), said Developer Parcel being a portion of that overall property commonly known as the South Park Mall, generally located at 4500 16th Street, Moline, Illinois, defined to also include tax parcel numbers SM-14988 (P.I.N. 17-16-107-002) and SM-347-4 (P.I.N. 17-16-100-020), all of which are more particularly described in Exhibit B, "Legal Description," attached hereto and incorporated herein by this reference thereto (collectively, the "Property"); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property; and

WHEREAS, Developer proposes to redevelop portions of the Property to consist of the following elements:

- i. Demolition of existing portions of South Park Mall and rehabilitation of portions of the remaining mall façade structure to an updated design as substantially depicted on the schematic designs attached hereto and incorporated herein by reference as Exhibit C; and
- ii. Installation of certain public improvements including but not limited to streets and street improvements such as turning lanes, traffic signals and signage, sidewalks, public utilities (sewer, water, storm water) including the new entrance and exit to John Deere Road and any connecting streets on the Property in accordance with the Federal Highway Authority, Illinois Department of Transportation, and City of Moline standards and requirements; and
- iii. New mall signage, lighting, re-surfacing and re-striping of parking lots, landscaping and other improvements to redevelop the site.

The foregoing elements of the Property redevelopment shall hereinafter be collectively referred to as the "Redevelopment Project," as may be partially depicted in Exhibit C, unless individually identified; and

WHEREAS, it is necessary for the successful completion of the Redevelopment Project that the City enter into this Development Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein and as this Development Agreement may be supplemented and amended from time to time; and

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

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Development Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Development Agreement in accordance with the following:

- A. Creation of a Tax Increment Financing District. The City created the new TIF District to provide for the reimbursement of eligible expenses from the Redevelopment Project (and possibly future phases) incurred by the Developer.
- B. Maximum TIF Payment. The City's total payment to Developer paid from the net incremental annual real estate tax generated by the Redevelopment Project under this section shall not exceed 100% of the net incremental annual real estate tax generated by the Redevelopment Project ("Maximum TIF Payment") during the life of the TIF District, as may be extended, modified or amended, minus the total actual costs incurred by the Quad Cities Chamber of Commerce to conduct the feasibility study necessary for the creation of the TIF District, in an amount not to exceed Forty Thousand Dollars (\$40,000). The first Forty Thousand Dollars of net incremental annual real estate taxes generated by the Redevelopment Project shall be rebated to the Quad Cities Chamber of Commerce by the City, and Developer consents to said reimbursement and releases any interest in or claim as to the first Forty Thousand Dollars (\$40,000.00) of tax increment generated by the Redevelopment Project.
- C. Property Tax Rebate. Subject to Developer paying the annual real estate taxes for the Developer Parcel when due and payable, the City shall pay through its TIF Fund to Developer 100% of the net incremental annual real estate taxes for any Act eligible redevelopment expenses incurred by Developer as categorized on Exhibit D, attached hereto and made a part hereof ("TIF Eligible Expenses"), until the Maximum TIF Payment is reached. The net incremental annual real estate taxes shall be reimbursed to the Developer up to and only for TIF Eligible Expenses under the Act. Should the real estate taxes not be paid on all of the parcels in the Property, Developer shall only be entitled to a rebate of the net incremental annual real estate taxes actually paid.

The base year for computation purposes of the net incremental annual real estate taxes is agreed to be 2012, and the base Equalized Assessed Valuation (EAV) for the base year 2012 for the Property is Thirteen Million Four Hundred Eight Thousand Seven Hundred Sixty-Nine Dollars (\$13,408,769). The net incremental annual real estate tax rebate period

will start with the first year in which the EAV surpasses the 2012 Base EAV, which is estimated to be full assessment year 2015 and payment year 2016. The payment shall be from the net incremental annual property tax generated solely by the Property and paid to the City's TIF Account. The City shall remit the net incremental annual real estate property tax rebate to the Developer within thirty (30) days after receipt of annual payment into said City's TIF Account from Rock Island County.

- D. Maximum Amount of Property Tax Rebate. Pursuant to the Act, the Maximum TIF Payment shall not exceed the sum of all TIF Eligible Expenses incurred or incidental to the Redevelopment 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 Development Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- F. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Development Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Development Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.
- I. No Other Incentives. The City agrees to rebate 100% of the net incremental annual real estate taxes generated from the Redevelopment Project, minus reimbursement to the Quad Cities Chamber of Commerce for the cost of the feasibility study, to the Developer and therefore the City will offer, unless mutually agreed otherwise, no other incentives or contributions to the Developer or other developers of the Property as long as this Development Agreement is in effect.
- J. Enterprise Zone Benefits. City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. City will cooperate and assist Developer in its application for all Enterprise

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

- K. Prevailing Wage. The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this Redevelopment Project. Payment of Prevailing Wage and compliance with the Prevailing Wage Act, if required, is the sole responsibility of Developer and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. The Developer proposes to develop the Redevelopment Project substantially in accordance with the drawings depicted on Exhibit C, in accordance with all applicable rules, codes, regulations, ordinances and laws.
- B. Redevelopment Project Elements. Developer proposes to commence construction of the following Redevelopment Project elements within 120 days of the Effective Date:
- i. Demolition of existing portions of SouthPark Mall and rehabilitation of the existing mall to an updated design substantially as depicted on the schematic designs attached as Exhibit C.
 - ii. Installation of public improvements including but not limited to streets and street improvements such as turning lanes, traffic signals and signage, sidewalks, public utilities (sewer, water, storm water)
- A. Developer has requested that a new entrance be created to access the Redevelopment Project from John Deere Road. The Illinois Department of Transportation has authorized the construction of a right in/right out signaled intersection from the Redevelopment Project to John Deere Road. Such construction shall be performed and at cost undertaken by Developer, at no cost and expense to the City in accordance with all applicable Federal Highway Authority, Illinois Department of Transportation, and City of Moline standards and requirements. Those requirements include the dedication of public right-of-way in the Redevelopment Project to the City by the Developer as required by state or federal authorities. Developer agrees to

dedicate the public right-of-way necessary to meet requirements and will maintain the public right-of-way located in the Redevelopment Project in accordance with a separate licensing agreement to be executed between the City and Developer.

B. City agrees to the relocation of such public-right-of-way located within the Redevelopment Project should Developer require relocation as part of its redevelopment of the site as long as such relocation complies with all federal, state and City requirements. Such relocation shall be done at Developer's sole cost and expense and the City shall be obligated, within thirty (30) days of written request by Developer, pursuant to and as required under 65 ILCS 5/11-91 *et seq.*, to take any and all actions to vacate such dedicated rights of way back only to Developer and in no event to any other party, without consideration or compensation for the right-of-way.

iii. New mall signage, lighting, re-surfacing and re-striping of parking lots, landscaping and other improvements to redevelop the site.

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

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

Prior to the disbursement of any TIF net incremental annual real estate tax rebate payments, Developer shall provide commercially reasonable documentation of the actual TIF Eligible Expenses incurred for the Project by Developer, which pay request shall be reviewed and approved within thirty (30) days of receipt. In the event the City disapproves payment of pay request item as not being a TIF Eligible Expense, the City shall notify the Developer within such thirty (30) day period. To the extent the City and Developer cannot agree on a TIF Eligible Expense incurred by Developer, then within fifteen (15) days after the City's disapproval, the parties shall mutually submit the disputed item(s) to a mutually agreed upon third party TIF consultant to verify eligibility, or not. Failure to provide documentation of TIF Eligible Expenses for purposes of calculating the TIF net incremental annual real estate tax rebate payments shall not relieve the City of its obligation to make payments hereunder, but, instead, shall only defer payment due the Developer until verification.

IV. WARRANTIES OF THE CITY.

A. The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Development Agreement and to lend and

deliver the assistance described herein upon proof of eligible "redevelopment project costs" pursuant to Section 5/11-74.4-3(q) of the Act as TIF Eligible Expenses under this Development Agreement, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Development Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

B. There is no action, suit or proceeding pending, or to the knowledge of the City threatened, against or affecting the City, at law or in equity, or before any governmental authority which, if adversely determined, would impair the City's ability to perform its obligations under this Development Agreement.

C. Until such time as the Maximum TIF Payments due under this Development Agreement have been made or the termination of its obligations under this Development Agreement, whichever occurs first, the City (1) will not pledge or apply any portion of the net incremental annual real estate taxes to any other purpose or payment of any other obligation of the City; (2) will not take any action or omit to take any action that will affect the continued existence of the net incremental annual real estate taxes; (3) will take all reasonable actions in order to receive and segregate, as required under the Act, all net incremental annual real estate taxes.

D. The City represents that there are currently no special assessments in place or contemplated relative to the Property.

V. WARRANTIES OF THE DEVELOPER.

A. The Developer represents and warrants to the City that the Developer is a Delaware limited liability company authorized to do business in and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Development Agreement and the consummation of the transaction contemplated by this Development Agreement have been taken in accordance with applicable law.

B. The Developer represents and warrants to the City that this Development Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Development Agreement, and the consummation of the transactions contemplated in this Development Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which

the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

VI. INDEMNIFICATION.

A. The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) actually incurred by the City which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Development Agreement by the Developer, or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer's contractor). The Developer shall, at the Developer's sole cost and expense, appear, defend and pay all charges, attorneys' fees of attorney(s) mutually agreed upon by the City and Developer, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of intentional negligence, reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

B. In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Development Agreement shall determine that this Development Agreement, or payments to be made hereunder, are contrary to law, or in the event that the legitimacy of the TIF Ordinances are otherwise challenged before a court or governmental agency having jurisdiction thereof and such challenge would affect the payments to be made under this Development Agreement, the City shall at its sole cost defend the integrity of the TIF Ordinances and this Development Agreement unless such challenge is as a direct result of the acts or omissions of the Developer. The Developer shall fully cooperate with the City in connection with the foregoing. In the event of an adverse lower court or agency ruling, payments shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The City shall not seek to set aside, or otherwise challenge, its obligations under this Development Agreement during the pendency of any appeal.

VII. ENTIRE AGREEMENT.

This Development Agreement and exhibits hereto contain the entire agreement between the Developer and the City. The terms and conditions of this Development Agreement, its burdens and benefits, shall inure to the benefit of, and shall be binding

upon the parties hereto and their respective heirs, executors, successors, and assigns. A memorandum of this Development Agreement shall be recorded against the Developer Parcel as set forth below, and may be modified only by written amendment signed by the Developer and the City, which amendment shall become effective upon recording by either party in the Recorder's Office in Rock Island County, Illinois.

VIII. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld). For the purposes of this paragraph, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Ten Million and No/100 Dollars (\$10,000,000.00). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given. The Developer may, however, for the purpose of obtaining any financing for the Redevelopment Project, provide a collateral assignment of this Development Agreement to any lender or any successor or subsequent lender (the "Lender") as collateral security, without the City's consent.

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

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

X. NOTICE OF DEFAULT.

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-Defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

XI. REMEDIES UPON DEFAULT.

A. If, in the City's judgment, the Developer is in material default of this Development Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Development Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this

Development Agreement. A default not cured as provided above shall constitute a breach of this Development Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Development Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Development Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Development Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Development Agreement. To effect the City's termination of this Development Agreement under this Section XI.B., the City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Development Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Development Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

C. If, in the Developer's judgment, the City is in material default of this Development Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Development Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Development Agreement. A default not cured as provided above shall constitute a breach of this Development Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Development Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Development Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

XII. NON-DISCRIMINATION.

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

XIII. 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:

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

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

TO DEVELOPER: Macerich South Park Mall LLC
Attention: Center Manager
4500 16th Street
Moline, IL 61265-7078

WITH A COPY TO: Nicholas S. Peppers
Storino, Ramello & Durkin
9501 West Devon Avenue
Rosemont, IL 60018

WITH A COPY TO: Steve Spector
Senior Vice President & General Counsel
Macerich
401 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

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

XIV. COUNTERPARTS.

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

XV. HEADINGS.

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

XVI. APPLICABLE LAW.

This Development 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 Development Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.

XVII. SEVERABILITY.

Should any part of this Development 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.

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

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

XIX. ASSURANCE OF FURTHER ACTION.

From time to time hereafter and without further consideration, each of the parties to this Development 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 Development Agreement.

XX. DELAYED EXECUTION.

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

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

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

XXII. TIME IS OF THE ESSENCE.

Time is of the essence of this Development Agreement.

XXIII. REPEALER.

To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances, or any part thereof, is in conflict with the provisions of this Development Agreement, the provisions of this Development Agreement shall be controlling, to the extent lawful.

XXIV. ESTOPPEL CERTIFICATES.

Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate ("Estoppel Certificate") certifying that this Development Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the basis for such claim), that the requesting Party is not in

default of any term, provision or condition of this Development Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

XXV. UNCONTROLLABLE CIRCUMSTANCE.

Each party's performance hereunder shall be subject to an uncontrollable circumstance (the "Uncontrollable Circumstance"), which means any event which:

1. is beyond the reasonable control of and without the fault of the Party relying thereon; and

2. is one or more of the following events:

a. a change in law, which means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Development Agreement and such event is not caused by the Party relying thereon. Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation (other than by the City or with respect to those made by the City, only if they violate the terms of this Development Agreement); (ii) the order or judgment of any federal or state court, administrative agency or other governmental body (other than the City); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the City, or, with respect to those made by the City, only if they violate the terms of this Development Agreement). Change in Law, for purposes of this Development Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Development Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the City, except as provided herein);

b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;

c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, extraordinary weather condition or other similar acts of God;

d. governmental condemnation or taking other than by the City;

- e. strikes or labor disputes, or work stoppages not initiated by the Developer;
- f. unreasonable delay in the issuance of building or other permits or approvals by the City or other governmental authorities having jurisdiction other than the City;
- g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Development Agreement;
- h. unknown or unforeseeable geo-technical or environmental conditions;
- i. major environmental disturbances;
- j. vandalism; or
- k. terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in subsection 2.g. above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the City or the Developer is delayed by an Uncontrollable Circumstance, the dates set forth in the Development Agreement shall be extended by one (1) day for each day of the resulting delay.

XXVI. TERM.

This Agreement shall be in full force and effect from and after execution hereof by the last party to execute same and shall remain in full force and effect to and until the later of (i) December 31, 2037 and (ii) the final net incremental annual real estate property tax payment generated under the TIF Ordinances for TIF Eligible Expenses have been received by Developer.

[SIGNATURE PAGE TO FOLLOW]

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

THE CITY OF MOLINE, ILLINOIS

MACERICH SOUTH PARK MALL LLC

DATED: _____

DATED: _____

By: _____
Scott Raes, Mayor

By: [Signature]

Attest: _____
Tracy Koranda, City Clerk

Approved as to form:

[Signature]
Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY KORANDA** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2014, before me, a Notary Public in and for said County and State aforesaid, personally appeared _____ to _____ personally known, who being by me duly sworn (or affirmed) did say that he is _____ of **MACERICH SOUTH PARK MALL LLC**, and that said instrument was signed on behalf of the Corporation; _____ 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.

SEE ATTACHED

(seal)

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On 2/3/14 before me, Joanne E. Hill, a Notary Public

personally appeared Stephen L. Spector

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Joanne E. Hill

Place Notary Seal Above **OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Development Agreement between City of Malibu & Macerich South Park Mall, LLC

Title or Type of Document: _____ Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____ Signer's Name: _____
- Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
- Individual Individual
- Partner -- Limited General Partner -- Limited General
- Attorney in Fact Attorney in Fact
- Trustee Trustee
- Guardian or Conservator Guardian or Conservator
- Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A
REDEVELOPMENT PROJECT AREA

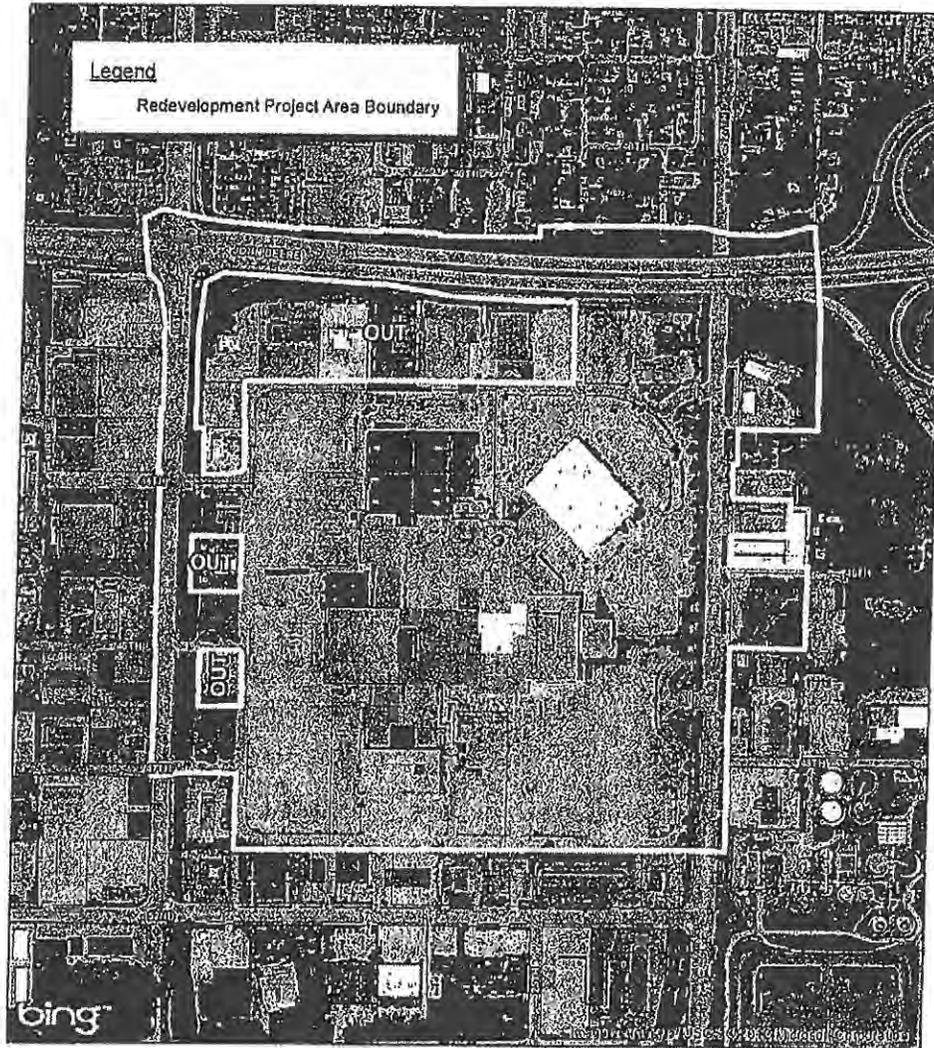


Exhibit A
Redevelopment Project Area Boundary
 SouthPark Redevelopment Project Area
 City of Moline, Illinois



May 2012

EXHIBIT B**DEVELOPER PARCEL AND
PROPERTY LEGAL DESCRIPTION****DEVELOPER PARCEL**

Lot 4 of Southpark Mall Subdivision First Addition; situated in the City of Moline, Rock Island County, Illinois; according to the Plat thereof recorded May 11, 2006 in Plat Book 47. Page 415 as Document No. 2006-11052.

EXCEPTING therefrom the following described parcels

Lots 1, 2, 5, and 6 of Southpark Mall Second Addition; situated in the City of Moline, Rock Island County, Illinois; according to the Plat thereof recorded December 4, 2007 in Plat Book 48. Page 27 as Document No. 2007-29528.

ALSO EXCEPTING:

Lot 1 Nellis First Addition; situated in the City of Moline, Rock Island County, Illinois; according to the Plat thereof recorded December 11, 2008 in Plat Book 48, page 56 as Document No. 2008-26392.

BALANCE OF PROPERTY

Part of the Northwest Quarter of Section 16, Township 17 North, Range 1 West of the 4th P.M. Moline, Rock Island County, Illinois, more particularly described as follows:

Commencing at a point of reference at the Northwest Corner of said Section 16;

Thence North 89 degrees 19 minutes 30 seconds East 546.65 feet along the North line of said Northwest Quarter of Section 16 (for purposes of this description the said North line of the Northwest Quarter of Section 16 is assumed to bear North 89 degrees 19 minutes 30 seconds East);

Thence South 00 degrees 02 minutes 48 seconds East 1,322.66 feet;

Thence North 89 degrees 12 minutes East 50.00 feet to a point on the East right-of-way line of 16th Street;

Thence South 00 degrees 00 minutes 05 seconds West 1,098.78 feet along the said East right-of-way line of 16th Street;

Thence North 89 degrees 28 minutes 50 seconds East 586.16 feet to the point of beginning of the parcel herein described;

Thence continuing North 89 degrees 28 minutes 50 seconds East 701.02 feet;

Thence North 00 degrees 39 minutes 20 seconds West 541.02 feet;
Thence South 89 degrees 20 minutes 40 seconds West 216.00 feet;
Thence South 00 degrees 39 minutes 20 seconds East 145.00 feet;
Thence South 89 degrees 20 minutes 40 seconds West 350.00 feet;
Thence North 00 degrees 39 minutes 20 seconds West 180.68 feet;
Thence South 89 degrees 20 minutes 40 seconds West 135.00 feet;
Thence South 00 degrees 39 minutes 20 seconds East 575.03 feet to the said
point of beginning.

This parcel contains 7.639 acres, more or less.

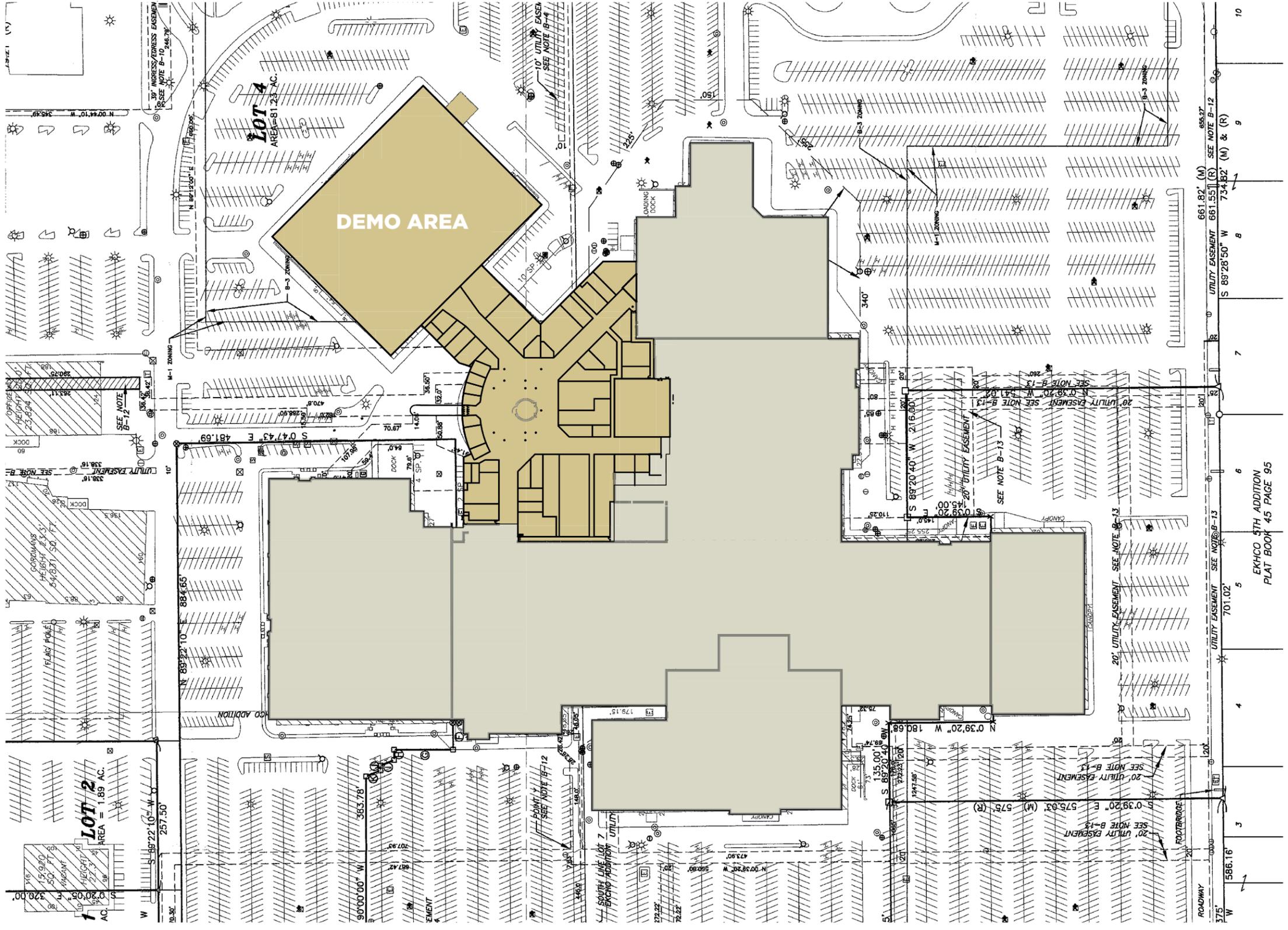
AND

Lot 3 of Southpark Mall First Addition; situated in the City of Moline, Rock Island
County, Illinois; according to the Plat thereof recorded May 11, 2006 in Plat Book 47,
Page 415 as Document No. 2006-11052.

EXHIBIT C
SCHEMATIC DESIGN DRAWINGS OF REDEVELOPMENT PROJECT

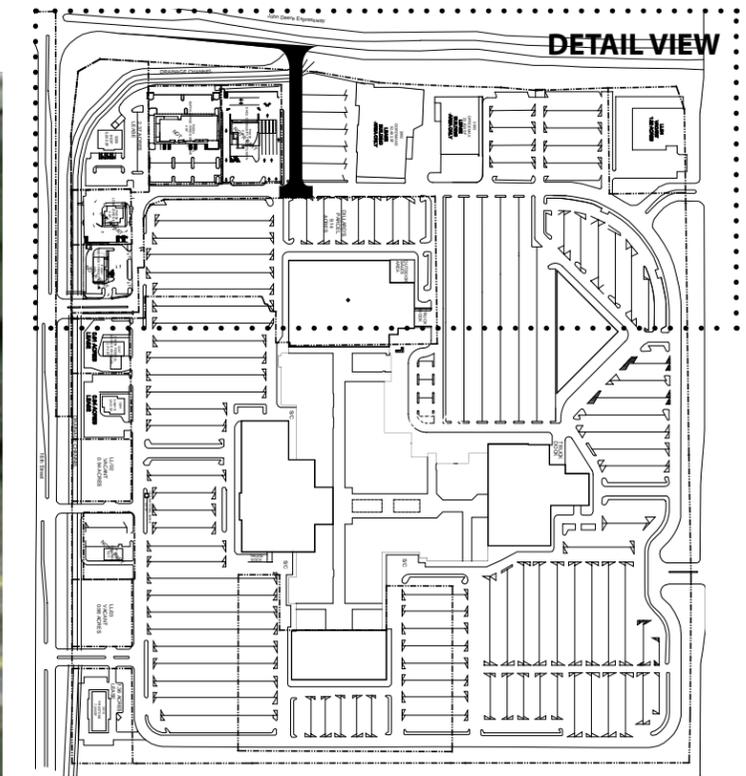
SOUTHPARK MALL | PRELIMINARY CONCEPT DESIGN

January 28, 2014

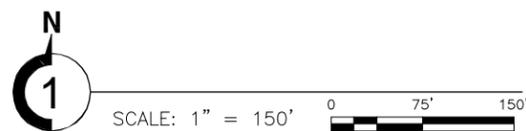


DEMOLITION PLAN

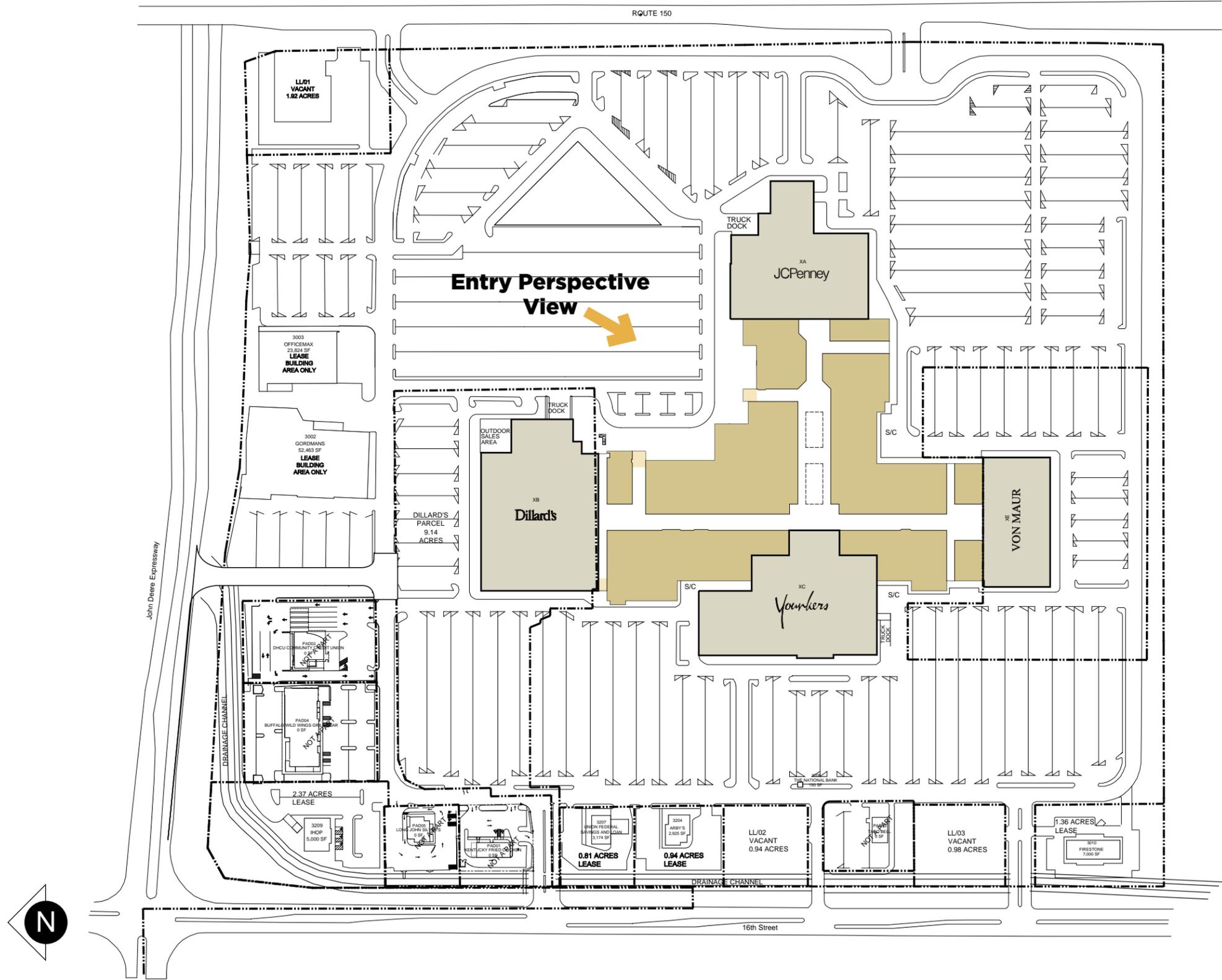
EKHCO 5TH ADDITION
PLAT BOOK 45 PAGE 95



Preliminary For review Only



PROPOSED NEW MALL ENTRANCE LOCATION



SITE PLAN



**PYLON SIGN
CONCEPT 1**



**MONUMENT SIGN
CONCEPT 1**



**ENTRY PERSPECTIVE VIEW
CONCEPT 1**



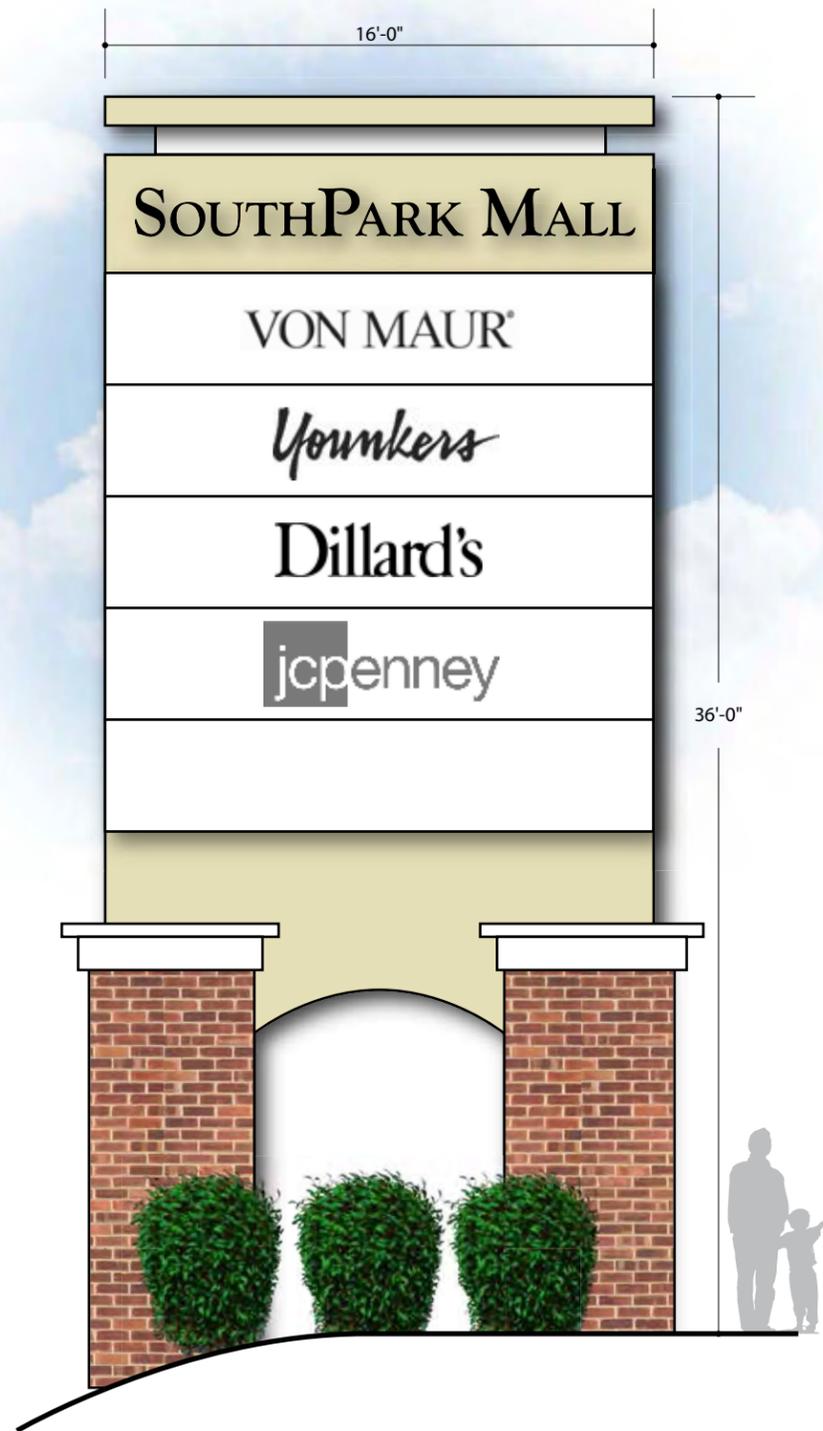
**PYLON SIGN
CONCEPT 2**



**MONUMENT SIGN
CONCEPT 2**



**ENTRY PERSPECTIVE VIEW
CONCEPT 2**



**PYLON SIGN
CONCEPT 3**



**MONUMENT SIGN
CONCEPT 3**



**ENTRY PERSPECTIVE VIEW
CONCEPT 3**



CONCOURSE VIEW

**EXHIBIT D
TIF ELIGIBLE EXPENSES**

Costs as Permitted Pursuant to the Act, including but not limited to:

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

HOUSING TRUST FUND PROJECT SUMMARY

PROGRAM OVERVIEW

Project Number: STF-50765
Project Name: Trust Fund Emergency Repair Program
Project Type: Single Family Owner-Occupied Rehabilitation - Forgivable Loans
Project Area: Cities of Moline and East Moline, Rock Island County
Sponsor: City of Moline w/ City of East Moline
Type of Organization: Unit of Local Government
Address: 619 16th Street, Moline
Contact Person: K.J. Whitley
Phone: 309-524-2044
Fax: 309-524-2031
Email: kwhitley@moline.il.us

Housing Task Force Initiatives	
Preservation	9
Units Under 30%	1
Units Under 50%	4
Elderly	1
Disabled/Special Needs	2

Funding Amount: \$ 207,000
Admin Request: 10,350
Total: \$ 217,350

Unit Count:
 Extremely Low (30%): 1
 Very Low (50%): 4
 Low (80%): 4
Total Units: 9

Project Description: The purpose of the program is to provide assistance to low-income and very-low income homeowners to repair their homes and to remove health and safety hazards. Funds can be used to replace costly maintenance items, such as roofs, HVAC systems, electrical and plumbing systems. Funds can also be used to pay for repairs and improvements that increase the basic livability of the home making the home safer for homeowners. Funds will be administered by non-profits and units of local government with rehabilitation experience. Homeowners will receive up to \$20,000 in assistance in the form of a zero-percent interest loan forgiven over a five-year period. Program sponsors will be eligible to receive up to 15% for project delivery costs and up to \$20,000 for administrative costs related to general management, staff and overhead, oversight and coordination.

FINANCIAL SUMMARY

Sources of Program Financing	Position	Amount	Amort. Period	Rate	Annual Debt Service
IAHTF	Forgivable Loan	\$ 217,350	5 Years	0.00%	0

Total Project Cost: \$ 217,350

Development Budget:

Rehabilitation Costs	\$ 180,000	83%
Maximum Allowable Project Delivery (up to 15% of Repairs)	27,000	12%
Maximum Administration Allocation (up to 5% of each grant)	10,350	5%
Total	\$ 217,350	100%

*If the home is sold or transferred within five (5) years of the making of the loan, the household shall repay a portion of the loan amount. The loan amount will be forgiven monthly over the five year term.

PROGRAM CONTACT

	Name/Address	Contact/Phone Number
Sponsor/Applicant	City of Moline 619 16th St. Moline, IL 61265	K.J. Whitley 309-524-2044 kwhitley@moline.il.us

PROGRAM TEAM

	Name:	Contact:
Sponsor:	City of Moline	
Program Manager:	City of Moline	K. J. Whitley
Grant Manager:	City of Moline	Annaka Whiting
Intake Specialist:	City of Moline	Chris Ericksen
Rehab Specialist:	City of Moline	Chris Ericksen
Inspector:	City of Moline	Chris Ericksen
Contractor:	TBD, will be bid out for each job	TBD
Lead Based Paint Inspector/Risk Assessor:	City of Moline	Chris Ericksen

PROGRAM TEAM EXPERIENCE

Housing Development Experience:

As a HUD entitlement community, the City of Moline administers its own Community Development Block Grant (CDBG) Program. Moline has also received funding through IHDA's HOME programs for over 10 years.

Previous IHDA Experience:

Since 2000, City of Moline has successfully administered numerous IHDA HOME grants, including the Single Family Owner-Occupied Rehabilitation, Homebuyer and Small Rental Properties Program. The City's current Homebuyer Program will have assisted twelve (12) households by the end of the grant year. The City was recently awarded funding to assist eighteen (18) households in the Trust Fund Homebuyer Rehabilitation Program.

AFFORDABILITY

Income Eligibility:

The project sponsor must ensure that homeowners are income eligible based on HUD's annual income limits.

Following are the 2013 income limits:

Rock Island County								
# of Persons:	1	2	3	4	5	6	7	8
Very Low-Income (30%)	\$13,260	\$15,150	\$17,040	\$18,930	\$20,460	\$21,960	\$23,490	\$24,990
Very Low-Income (50%)	\$22,100	\$25,250	\$28,400	\$31,550	\$34,100	\$36,600	\$39,150	\$41,650
Low-Income (80%)	\$35,350	\$40,400	\$45,450	\$50,500	\$54,550	\$58,600	\$62,650	\$66,700

PROJECTED ECONOMIC IMPACT

Sources of Financing and Equity

<u>IHDA Funding Source</u>	<u>Leveraged Funding Source</u>	<u>Estimated Dollar Amount</u>
Trust Fund		\$ 207,000
		Total \$ 207,000

Local Business Income and Local Wages
Rehabilitation Costs

$$\$100,000 \quad \times \quad \$69,270 \quad = \quad \$143,389$$

Wages and profits for local residents earned during the construction period and the continued recycling of income back into the community.

Local Taxes
Rehabilitation Costs

$$\$100,000 \quad \times \quad \$5,770 \quad = \quad \$11,944$$

Taxes include the amount of tax and other revenue generated for government at the federal, state, and local levels combined, as well as local permit fees.

Local Jobs Supported
Rehabilitation Costs

$$\$100,000 \quad \times \quad 0.78 \quad = \quad 2$$

Jobs for local residents including construction, retail and wholesale sales, transportation and professional services.

Source: National Association of Home Builders - "The Direct Impact of the Home Building and Remodeling on the U.S. Economy" 06/09.

Local Elected Officials		
	District	Elected Official
Chairman of the County Board:	Rock Island County	Phil Banaszek
Alderman / Council Person:	City of East Moline, 1st	Hellen Heiland
	City of East Moline, 2nd	Gary Almblade
	City of East Moline, 3rd	Jeff Stulir
	City of East Moline, 4th	Ed DeJaynes
State Senator:	36	Mike Jacobs
State Representative:	72	Patrick J. Verschoore
U.S. Representative:	17	Cheri Bustos

OVERALL PROJECT IMPACT

Community Impact:

The rehabilitation work would bring substandard, owner-occupied properties into compliance with the local codes and help low-, very-low and extremely low-income households maintain their homes. Reinvestment in these properties will lessen the financial burden of home maintenance on homeowners, improve home energy efficiency, and improve the overall housing stock.

Program Objective:

To preserve existing housing stock and to increase the quality of life of low-, very-low, and extremely low-income homeowners by making the home safer.

Letters of Support:

Patrick J. Verschoore, State Representative 72nd District
 Scott Raes, Mayor City of Moline
 Lori Turner, 5th Ward Alderman
 Mike Smiddy, State Representative 71st District
 John Afoun, Moline Housing Authority
 Mark Kirk, U.S. Senator

Letters of Opposition:

None

Comments:

1. Trust Fund monies invested per home cannot exceed \$20,000. These limits do not include project delivery and administration funds.
2. Project sponsors must meet all applicable Lead Based Paint requirements for each project.
3. The program will operate for 24 months from the initial closing date and may not be extended.

RECOMMENDATION

Funding recommended, subject to the Sponsor meeting the following conditions:

1. Compliance with all Trust Fund Program requirements.
2. Review and approval of all final costs and documentation by sponsor of other funding as generally outlined to confirm project feasibility and viability prior to closing.
3. Each buyer must meet IHDA affordability requirements.
4. Fulfillment of all other IHDA requirements.

**INFORMATIONAL REPORT
DAVIS BLOCK/JOHN DEERE COLLECTOR CENTER**

**PREPARED BY: MOLINE HISTORIC PRESERVATION COMMISSION
February 5, 2014**

The Davis Block is located in Moline's Oldest Commercial District

The classic Italianate building that sits next to the railroad tracks just east of the Government Bridge (320 – 16th Street) was built by the Davis brothers, Sam and Tom in 1885. The brothers, former employees of Thomas Yates Plumbing and Heating business, bought out the business upon Mr. Yates death and renamed it Davis & Co. The two-story brick building is architecturally significant for its large stone quoins which embellish the two corners of the front facade and for the over-sized ornate metal cornice on the front west facing façade. Seven exterior iron pillars support the south facing loading dock which provided access to the company's rail service. Additional space was added to the east behind the original building during the time Moline Heating and Construction owned the property.

Davis & Company constructed and ran Moline's first waterworks

Davis & Co. was a leader in moving the city of Moline forward with the laying of the first water mains in Moline and when the city lacked means to construct a Water Purifying Plant, they undertook the job in 1884 and built the city's first waterworks at the foot of Bass Street and maintained it until the city purchased it in 1886. In 1884 the brothers installed an Arc Dynamo in the waterworks building which generated power to light the stores in Moline and developed The Merchants Electric Light Co. to organize this business.

The Davis Brothers manufactured electric power in basement of the Davis Block

In 1886, the Davis brothers established an electricity manufacturing plant in the basement of their 16th Street building. At that plant the electricity for the first street lights in Moline and also in Rock Island was manufactured. They also were responsible for providing power from this location for the first street cars that ran from Moline to Rock Island.

From 1889 to 1893 the city operated its own street lights, then sold the business back to Davis & Co. The Davis brother's introduction of electric power and water purification put Moline ahead of many larger cities across the state and across the country.

Davis' connection to Weyerhaeuser Family

Sam Davis was considered a brilliant and highly successful young utility operator probably approaching his first million in 1889 when he married Apollonia Weyerhaeuser, daughter of Frederick Weyerhaeuser, multi-millionaire lumberman. In 1900 her father, having moved to St. Paul Minnesota to be closer to his lumber interests, gave the young couple the Weyerhaeuser mansion located at 3052 – 10th Ave. Rock Island which today belongs to Augustana College and is known as "The House on the Hill"

Davis Brother's legacy lives on 125 years later

The Davis brothers were founders of a number of local power and utility businesses which eventually would become what is known today as **Mid American Energy Company**, the major supplier of power to this area.

Davis & Company sells business to Moline Heating and Construction

In 1900, the Davis brothers sold out all their equipment including a steamboat to Moline Heating and Construction which included the Davis Block on 16th Street. This new business retained some of the Davis employees and soon had contracts for the plumbing and heating for the big shops which the Rock Island railroad was constructing in Silvis as well as contracts for plumbing and heating for all the East Moline Deere factories and for the Deere factories in Horicon, Waterloo, Ottumwa and Dubuque and for a number of Arsenal buildings constructed during World War 1. They also did other work outside the area including for the University of Illinois at Urbana-Champaign.

Moline Heating and Construction becomes major local business

Moline Heat's charter permitted them to do just about any kind of plumbing and heating construction; to do river and hydraulic improvement and development work; to own and operate steamboats, dredges and barges and to manufacture buy and sell any equipment connected with any of these operations.

Moline Heat conducted their extensive businesses from the Davis Block until 1994, a total of ninety four years.

Moline Center Master Plan designates building as “historically significant”

In 2001, the City's Moline Center Master Plan update designated the building as “a historically significant building” so identified within the document on pages 15, 16 and 17.

Renew Moline purchases Davis Block for \$370,000

The Davis building sat empty for several years until Renew Moline, stating it was seeking to preserve the historic property for future development, purchased it from Moline Heating and Construction in October of 1999 for the sum of \$370,000.

John Deere Foundation purchases the Davis Block for \$375,000 and receives \$995,000 tourism grant

In August of 2000 the John Deere Foundation purchased the property from Renew Moline for the sum of \$375,000 and with help from a grant in the amount of \$995,000 from the State's Tourism Attraction Development Grant Program (TAP) the Foundation renovated the building into the John Deere Collectors Center. The renovation included the addition of a 1950's era glass enclosed show room constructed adjacent to the north side of the Davis Block.

The John Deere Foundation also entered into a development agreement with the City of Moline which provided for a graduated Sales Tax rebate amounting to 100 percent for the first two years dropping then to a 90 percent rebate which continued until the Collectors Center closed in 2006 for a total amount of sales tax rebated of \$64,522.

Foundation receives Preservation Award

The John Deere Foundation received a local Preservation Award for its Adaptive Reuse of the building from the Moline Preservation Society in 2002.

Collectors Center is major tourist draw

Once open, the John Deere Collectors Center drew thousands of visitors to view its collection of antique equipment and witness craftsmen working on the restoration of some of the collector member's antique tractors.

John Deere Collectors Center closes

Having used nearly a million dollars in state grant funding to develop the collectors center, after only six years of operation the John Deere Foundation announced that it was closing the John Deere Collectors Center with some of the displays to be moved to the John Deere Pavilion. This decision met with out cry's from local residents and the hundreds of dedicated John Deere collectors and farmers who saw the Collector Center as a unique opportunity to share the importance of preserving and restoring the company's older equipment.

Davis Block/Collectors Center to be demolished

After placing the property on the market and having a number of interested parties make inquiries, in January of 2014 the John Deere Foundation announced it had been in discussion with the City of Moline seeking an agreement for the Foundation to demolish the Davis Block and its additions prior to selling the property to the city for one million dollars. This amount would reimburse the Foundation for demolition costs and meet their asking price for the purchase of the land. Statements from City staff state that it sees the land as a potential location for a parking garage and commercial development.

John Deere Foundation offers Historic Preservation Commission Davis Block historic artifacts

Recognizing the historic importance of the Davis Block, the Foundation announced it would give the City's Historic Preservation Commission the opportunity to remove any historically significant components for preservation prior to demolition.

The Historic Preservation Commission states that the Davis Block should be saved

Having no previous knowledge of the John Deere Foundations intent to enter into an agreement with the City, members of the city's Historic Preservation Commission spoke out at the January 14, 2014 City Council meeting requesting that a vote on the city's purchase of the Davis Block be delayed allowing the Commission time to review the historic background of this building. The Council gave the Commission one month to prepare their information.

The Historic Preservation Commission and the Moline Preservation Society contact Landmarks Illinois seeking assistance with locating developers known for taking on projects utilizing older historic buildings and converting them into viable commercial or residential properties.

THE DAVIS BLOCK/JOHN DEERE COLLECTORS CENTER

REVIEW OF HISTORICAL AND FACTURAL INFORMATION COLLECTED BY THE MOLINE HISTORIC PRESERVATION COMMISSION

WHY IS THIS BUILDING IMPORTANT?

- The Davis Block building with its direct involvement in the city's early history meets the qualifications for local **Historic Landmark Designation** and quite possibly National Register
- The Davis Building and the Davis Brothers were **instrumental in the early development of electrical power**, some of it manufactured in the basement of the Davis Block, which played an important part in the city's growth and prosperity
- **The City's first water purifying plant was built and operated by the Davis Brothers** resulting in better health for its residents
- The second Davis Block property owner, **Moline Heating and Construction**, also played a major part in the growth of the city being involved in the construction of many of the areas important buildings as well as with river clearing and water transport
- Renovation of the Historic Block, the Caxton Block, Heart of America Block, Washington Square, The Willis Company and the addition of the John Deere Pavilion, the I-wireless, the Radison and Stony Creek **all have revitalized the area into a thriving Historic Commercial/Residential district**
- **The proposed plan to demolish the Davis Block and its additions would eliminate an important part of Moline's early history and be contrary to redevelopment plans for the district which have taken place over the past 25 years**
- **Adaptive reuse of the original Davis Block** could be promoted as having on site enclosed parking for its workers by utilizing the eastern additions as a parking garage.
- **OF MAJOR CONCERN**: The Commission believes that having utilized TAP Grant Funding for the creation of the Collectors Center, the planned demolition of the property could jeopardize further requests by the City of Moline or the John Deere Foundation for additional State or Federal grants. Grant applications are very competitive. Accepting a \$995,000 grant and then demolishing the building it helped create is not likely to be overlooked.
- Responding to a request from the Preservation Commission and the Moline Preservation Society, **Landmarks Illinois** has offered help and is currently seeking potential developers for the Davis Block/Collectors Center. With additional time for these contacts to respond, a major developer may be found.
- We are in the worst winter in recent memory; what is the rush to sign off on this building?

DAVIS BLOCK: ADDITIONAL COMMENTS

- The Commission believes **better management of the Historic Block parking lot** would free up additional space.
Workers in the United Medical building often park in the Historic Block parking lot and letters to the CEO requesting that their employees use their own parking garage have failed to solve the problem.
- Requests to the City by Moline Center Partners and more recently by Moline Main Street for some **parking restrictions in the Historic Block** lot have never been implemented



***Moline
Historic
Preservation
Commission***

Jolene Keeney
Craig Mack
Dan Mizner
Scott Perkins
Dick Potter
Curtis Roseman
Barb Sandberg

619 - 16 Street
Moline, Illinois
61265
(309) 524-2034

www.moline.il.us

Mayor Scott Raes
Moline Alderman

Subject: Davis Building/Collectors Center

Date: February 5, 2014

The Moline Historic Preservation Commission has compiled historical information that it hopes will enable you to make an informed decision as to the best outcome for the Davis Block/Collectors Center property.

The City has made numerous decisions over the past 25 years that have reshaped the John Deere Commons from major industrial/commercial into a thriving mixed use district featuring businesses, restaurants, entertainment, hotels and a rediscovered riverfront all for the enjoyment of its residents along with the thousands of tourists that visit it annually.

One of the choices the early Councils were given was to demolish all the historic buildings for a giant parking lot for the Mark. Fortunately they saw the potential for economic development in these historic buildings and voted to retain and redevelop them into viable tax generating businesses and support for the Mark with restaurants and hotels. The same potential exists for the Davis property.

I doubt there is much disagreement as to the historic value of the Davis building, but loss of its history is not the only concern of the Commission. The John Deere Foundation received nearly one million dollars in TAP grant funding towards the creation of the John Deere Collectors Center. Grant funding often can make the difference in whether a project is viable or not. To demolish a building that received such a large grant when it remains suitable for adaptive reuse is sure to be remembered when the city applies for future grants.

Landmarks Illinois, the leading Preservation Advocacy organization in Illinois, has offered to assist the city in locating a developer for the Davis/Collector Center property. If the Council feels it is important to purchase the property from the Deere Foundation, the Commission urges that you consider removing the demolition of the building from the agreement. The agreement, as written, would reimburse the Foundation for demolition costs, so for the city to remove this from the agreement does not increase the overall costs.

The City and state is currently in the midst of one of the worst winters in recent memory. A delay of finalizing this agreement would allow for interested developers to visit the site when weather is more conducive to making a careful evaluation of its assets.

Respectfully submitted,

Barbara Sandberg, Chair
Moline Historic Preservation Commission