

MOLINE CITY COUNCIL AGENDA

Tuesday, May 6, 2014

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL



CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of April 22, 2014.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3009-2014

An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, by repealing Section 35-5409, "NOISE," in its entirety and enacting in lieu thereof one new Section 35-5409 dealing with the same subject matter.

EXPLANATION: This amendment will update the City's noise performance standards to match current specifications and also reference standards enacted by the State of Illinois Pollution Control Board.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Special Ordinance 4010-2014

A Special Ordinance declaring the property at 433 19th Avenue as surplus and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 433 19th Avenue, Moline, to Darrell K. McColl.

EXPLANATION: The City acquired the property at 433 19th Avenue as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property. The City published a request for proposals for the purchase and rehabilitation of 433 19th Avenue on March 6, 2014, and Darrell K. McColl ("McColl") submitted the proposal most advantageous to the City. McColl has offered to purchase 433 19th Avenue for \$5,695.00 and promises to complete interior and exterior repair and restoration of the building on said property by November 30, 2014, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than February 28, 2015. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted

property. This property was in arrears for the 2009, 2010, 2011 and 2012 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2013 payable in 2014 have been deemed exempt. McColl will be responsible for paying his pro-rated share of the 2014 taxes from the date of closing until December 31, 2014, and all future taxes thereafter.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Law Department to Record Quit Claim Deed

3. Council Bill/Special Ordinance 4011-2014

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Quad Cities Distance Classic scheduled for Sunday, May 11, 2014.

EXPLANATION: This is a yearly event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Special Ordinance 4013-2014

A Special Ordinance authorizing the Mayor and City Clerk to do all things necessary to convey the City-owned properties at 335 4th Avenue and 518 4th Avenue, Moline, to Habitat for Humanity.

EXPLANATION: These two lots were acquired by the City due to Code compliance issues. Staff has been approached by Habitat for Humanity-Quad Cities who is looking to acquire the vacant lots to build single-family homes. Pursuant to the terms of attached Agreement for Sale of Real Estate, the City would donate the lots to Habitat for free, and Habitat would immediately begin maintaining the lots once they take possession. Please note that this item was incorrectly numbered as General Ordinance 3008-2014 in the first reading held on April 22, 2014.

FISCAL IMPACT: Reduced maintenance costs for the City, future tax revenue with new homes.

PUBLIC NOTICE/RECORDING: Deed and associated documents to be recorded at closing.

RESOLUTIONS

5. Council Bill/Resolution 1062-2014

A Resolution declaring various items as surplus property and authorizing the Finance Director to dispose of said surplus property.

EXPLANATION: The lower level of the Central Fire Station contains several old metal lockers that were formerly used by police and were left when the department relocated to the new public safety building. There are several pieces of metal and metal panels located in the old shooting range, which is no longer used by the police department. The Planning Department has several pieces of office furniture that are no longer being used and are in good/poor condition. The Fleet Division has one OTC Genisys Scanner that is no longer being used and in fair condition. Authorization needs to be given to dispose of these surplus items through the legal disposal process that is most advantageous to the City whether sealed bid, auction, negotiation or otherwise.

FISCAL IMPACT: Potential Revenue for the General Fund

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1063-2014

A Resolution authorizing the Mayor and City Clerk to accept a proposal from Azavar Audit Solutions, Inc. (Azavar) to provide a municipal audit program at no cost to the City.

EXPLANATION: The City Council determined a comprehensive municipal audit (to include, but not be limited to gas, electric and telecommunications fees assessed to the City of Moline by service

providers and franchise fees, and local sales/use taxes, business license revenue and hotel/motel occupancy taxes, may realize a cost savings. This resolution will accept a proposal from Azavar Audit Solutions, Inc. to conduct a municipal audit program at no upfront cost to the City; however, Azavar will receive a percentage of any cost savings gained.

FISCAL IMPACT: Increased revenue for the General Fund

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Resolution 1064-2014

A Resolution authorizing the Mayor and City Clerk to execute a contract with McCarthy Improvement Company for Project No. 1201, 2014 Residential Resurfacing Program, in the amount of \$752,727.40.

EXPLANATION: Bids were solicited with McCarthy Improvement Company submitting the lowest responsible and responsive bid. The 2014 Residential Resurfacing Program includes pavement patching, ADA sidewalk ramp installation, and an asphalt overlay of six streets in the Logan Elementary School area.

FISCAL IMPACT: \$1,215,000.00 originally budgeted for the Sylvan Island Bridge replacement is available for this work.

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Resolution 1065-2014

A Resolution authorizing the Mayor and City Clerk to accept a Permanent Utility and Drainage Easement and a Temporary Construction Easement at 4101 41st Street.

EXPLANATION: A Permanent Utility and Drainage Easement and a Temporary Construction Easement are necessary to facilitate the installation of a water main on property commonly known as 4101 41st Street. Staff recommends approval of acceptance.

FISCAL IMPACT: Rock Island County Recording Costs

PUBLIC NOTICE/RECORDING: Yes

9. Council Bill/Resolution 1066-2014

A Resolution authorizing the Mayor and City Clerk to adopt a Resolution Authorizing the Civil Engineer to Sign Sanitary Sewer and Water Main Extension Permits.

EXPLANATION: The Illinois Environmental Protection Agency (IEPA) requires that all sanitary sewer and water main replacement and extension projects be permitted through the IEPA before the work begins. The IEPA’s permitting process is cumbersome and time consuming and often delays the desired start of construction. State statute allows for municipalities to assume this permitting function through a “delegated authority” agreement with the IEPA. The IEPA will allow municipalities to issue the permits if the municipality demonstrates that their staff has the knowledge, skills, and abilities to ensure that all IEPA rules and regulations are followed.

This Resolution authorizes the City’s Civil Engineer to sign the IEPA permits and is required as part of the process to assume the IEPA’s authority to issue the permits.

Staff recommends adoption of the Resolution.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

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

RESOLUTIONS

10. Council Bill/Resolution 1067-2014

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the “Komen Quad Cities Race for the Cure” scheduled for Saturday, June 14, 2014.

EXPLANATION: This is a yearly event and has been reviewed by the Special Events Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

CB 1067-2014		
Council Member	Aye	Nay
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Mayor Raes		

11. Council Bill/Resolution 1068-2014

A resolution authorizing the Mayor and City Clerk to execute a Memorandum of Understanding between the City of Moline, City of Rock Island, and County of Rock Island, setting forth the terms for submitting a joint application for funding available through the U. S. Department of Justice 2014 Byrne Justice Assistance Grant (JAG) Program.

EXPLANATION: Moline, Rock Island, and Rock Island County law enforcement agencies are eligible to submit a joint application for a total of \$40,746 to be awarded through the JAG program. The 2014 Allocations and Disparate Information listing published by the Department of Justice specified an award level of \$17,266 for Moline and \$23,480 for Rock Island, with Rock Island County listed as a disparate jurisdiction entitled to request a share of the award. Staff from the each agency recommends that \$4,074.60 be allocated to County for its Courthouse/Justice Center Security Enhancement Project, \$21,132.00 to Rock Island for its Police Officer Personnel Project, and \$15,539.40 to Moline for its Less Lethal Weapon Deployment Project. No matching funds are required under the grant.

FISCAL IMPACT: Grant award of \$15,539.40 for the Moline Police Department to purchase 17 Taser units and 34 duty cartridges.

PUBLIC NOTICE/RECORDING: Public Notice through published agenda and open meeting.

CB 1068-2014		
Council Member	Aye	Nay
Liddell		
Acri		
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Mayor Raes		

FIRST READING ORDINANCES

12. Council Bill/General Ordinance 3010-2014

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 18 thereof, “TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES,” by deleting 5th Avenue, on both sides, between 20th Street to 24th Street, and adding in lieu thereof 5th Avenue, on both sides, between 21st Street and 24th Street.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

13. Council Bill/Special Ordinance 4014-2014

A Special Ordinance authorizing the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and KJMC Properties, L.L.C. for the “Skinner Block Development” project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.

EXPLANATION: KJMC Properties, L.L.C. (“Developer”) seeks to execute a Performance Based Development Agreement with the City to facilitate redevelopment of properties located at 1522 and 1524-1534 River Drive and 1529 3rd Avenue A, known as the Skinner Block Development (“Project”). The Project will consist of the following elements: redevelopment of the property to include up to 22 market rate apartments and commercial uses in three adjacent properties; leasing of up to 40 parking spaces through a long term lease as well as leases for outdoor dining in the adjacent courtyard; and an addition to the existing dumpster area. The City wishes to support the redevelopment within the Project through the granting of certain lawful incentives to Developer, including but not limited to those available through Tax Increment Financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act” or the “TIF Act”). The City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City’s architectural and social history, thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

14. Council Bill/Special Ordinance 4015-2014

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Young Life 5K Race to be held on Saturday, May 17, 2014.

EXPLANATION: This is a yearly event and has been reviewed by the Special Events Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Council Bill/General Ordinance No.: 3009-2014

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, by repealing Section 35-5409, “NOISE,” in its entirety and enacting in lieu thereof one new Section 35-5409 dealing with the same subject matter.

WHEREAS, a technical review prepared by KJWW, an engineering consulting firm, has determined Moline’s noise performance standards are based on 1950s specifications, and instruments used to enforce those standards are no longer available; and

WHEREAS, this Council has perceived that the Zoning and Land Development Code could better reflect the City’s site improvement and performance goals by updating its noise standards to match modern specifications and sound-measuring instruments; and

WHEREAS, the Moline Plan Commission has determined the City could better meet its noise performance and enforcement goals by referencing the State of Illinois Pollution Control Board sound emission standards and limitations; and

WHEREAS, this Council has received the recommendation of the Moline Plan Commission upon said proposed amendments, which recommendation has been formed after public hearing upon due notice, research, and input from a local technical expert.

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

Section 1 – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, is hereby amended by repealing Section 35-5409, “NOISE,” in its entirety and enacting in lieu thereof one new Section 35-5409 dealing with the same subject matter, which shall read as follows:

“SEC. 35-5409. NOISE.

(a) No person or entity shall emit beyond the boundaries of his or her property any noise that unreasonably interferes with the enjoyment of life or with any lawful business or activity within the limits of the City of Moline so as to violate the City of Moline’s Noise Performance Standards or any other federal or state laws or regulations, as amended.

(b) **Noise Performance Standards.** The standards for noise emissions in Title 35, Subtitle H, Chapter 1, Part 901, except Section 901.107(a) and (d), of the Illinois Administrative Code, as amended, adopted by the Illinois Pollution Control Board, are hereby adopted by reference as the “noise performance standards” for the City of Moline. Except as stated herein and unless a different meaning of a term is clear from its context, the definitions of terms used in the Sections stated above are the same as those set forth in 900.101.

(c) Under the City of Moline's Noise Performance Standards, daytime hours shall be from 6:00 a.m. to 9:00 p.m., local time, and nighttime hours shall be from 9:00 p.m. to 6:00 a.m., local time.

(d) Noise measurements shall be taken in accordance with the procedures specified as follows:

(1) Insofar as practicable, sound measurements shall be made while the source under investigation is operating at normal, routine conditions and, as necessary, at other conditions, including, but not limited to, design, maximum, and fluctuating rates.

(2) All tests shall be conducted in accordance with the following procedures:

- a. Enforcement personnel shall, to the extent practicable, identify all sources contributing to the noise at the point of measurement;
- b. Measurements shall be taken at or within the property line of the affected person;
- c. No outdoor measurements shall be taken during periods when wind speeds (including gusts) exceed fifteen (15) miles per hour;
- d. Measurements shall be taken in keeping with the instructions of the manufacturer of the measuring equipment.

(3) The report for each measurement session shall include, but not be limited to:

- a. The date and times at which measurements are taken;
- b. The results of the calibration check;
- c. The weather conditions;
- d. The identification of all monitoring equipment;
- e. A description of the source(s) and its operating cycle;
- f. The total sound level (level with the sources in question operating); and
- g. The background sound level (level without the sources in question operating).

(4) When measuring sound, the sound level meter shall be set for A-weighting, linear averaging, and the proper range (i.e., where the sound level registers in the upper measurement range without exceeding its limits). The sample duration shall be at least ten (10) seconds.

(5) The measuring instrument shall be placed at a minimum height of three (3) feet above the ground and from any reflective surface. The microphone shall be held at arm's length and pointed at the source at the angle recommended by the measuring instrument's manufacturer.

(6) If temporary sound sources unrelated to the measurements are plainly audible, such as aircraft flyovers, barking dogs, or moving motorcycles, the measurements should be postponed until these extraneous sounds have negligible effect on the sound levels of interest.

(e) Objectionable sounds which are not easily measured shall be controlled so as to not become a nuisance to adjacent properties or uses, as set forth in Section 21-1100(7).

(f) Noise measurements under this section are not required to establish a violation of Section 21-1100(7) (nuisance noise).

(g) **Exemptions.** In addition to the exceptions provided in the City of Moline Noise Performance Standards, as amended, the following occurrences shall be exempt from the noise performance standards:

(1) Emergency repairs or necessary maintenance to public works, utilities, or infrastructure.

(2) Construction and heavy equipment which are in compliance with Chapter 21 of the Moline Code of Ordinances, "NUISANCES IN GENERAL."

- (3) Maintenance of private property between the hours of 7:00 a.m. and 7:00 p.m.
- (4) Safety signals, warning devices, pressure relief valves, and similar equipment.
- (5) Transportation vehicles in lawful use or transit on designated streets, routes, or ways.
- (6) Portable or permanent residential backup generators and equipment used during a temporary utility outage.
- (7) Clock towers, bells or carillons.”

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No.: 4010-2014
Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 433 19th Avenue as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 433 19th Avenue, Moline, to Darrell K. McColl.

WHEREAS, the City acquired the property at 433 19th Avenue as a result of abandoned building proceedings. Contractors and not-for-profit agencies expressed interest in rehabilitating and purchasing this property; and

WHEREAS, the City published a request for proposals for the purchase and rehabilitation of 433 19th Avenue on March 6, 2014, and Darrell K. McColl (“McColl”) submitted the proposal most advantageous to the City; and

WHEREAS, McColl has offered to purchase 433 19th Avenue for \$5,695.00 and promises to complete interior and exterior repair and restoration of the building on said property by November 30, 2014, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than February 28, 2015; and

WHEREAS, Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property; and

WHEREAS, this property was in arrears for the 2009, 2010, 2011 and 2012 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2013 payable in 2014 have been deemed exempt. McColl will be responsible for paying his pro-rated share of the 2014 taxes from the date of closing until December 31, 2014, and all future taxes thereafter.

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

Section 1 – That the property located at 433 19th Avenue is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 433 19th Avenue, Moline, Illinois, with Darrell K. McColl, and do all things necessary to convey said property to Darrell K. McColl, in return for payment of \$5,695.00, plus a right of reverter requiring McColl to complete interior and exterior renovations of said property by November 30, 2014, with possible extension of the completion date as may be agreed to in writing by the parties, but in no event shall the completion date be extended beyond February 28, 2015, or the property would revert to the City; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

Section 3 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

Section 4 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No.: 4011-2014

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING use of public right-of-way in conjunction with the Quad Cities Distance Classic scheduled for Sunday, May11, 2014.

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

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

Sunday, May 11, 2014

6:30 a.m. to 10:30 a.m. – Half Marathon & 5K Races

The northernmost east-bound lane of 5th Avenue from the westernmost side of 1st Street to the easternmost side of 11th Street

All lanes of 5th Avenue from the westernmost side of 11th Street to the easternmost side of 26th Street

All lanes of 10th Street from northernmost side of 5th Avenue to the southernmost lane of 4th Avenue

Southernmost west-bound lane of 4th Avenue from the easternmost side of 10th Street to the westernmost side of 1st Street

It shall be an offense to use said roadways for vehicular purposes during said time.

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

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

CITY OF MOLINE, ILLINOIS

Passed: _____

Mayor

Approved: _____

Date

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE-2013 SPECIAL EVENT APPLICATION



Name of Event: Quad Cities Distance Classic Half Marathon & 5K Races
Type of Event: Road Race

Set-up Date & Time: Sunday 05/11/2014 6:30 a.m.
Clean up Date & Time: Sunday 05/11/2014 10:30 a.m.
Event Start Date & Time: Sunday 05/11/2014 7:30 a.m. at Augustana College
Event End Date & Time: Sunday 05/11/2014 10:30 a.m.

Sponsoring Organization: Cornbelt Running Club 501(c) Non-Profit
Event Coordinator: Paul Schmidt-John Parker Day/Telephone: 563-391-7606
Address: 315-E George Washington Blvd Cell Telephone: 563-340-8375
City/State: Davenport, IA 52803 E-mail: paulrunsultras@msn.com

Complete Location: Provide Detailed Map

Estimated number of persons attending: 700-800 Yearly event: Yes

Checklist of Items Needed:

1. Application Fee: \$50.00
2. Certificate of Liability Insurance Listing City of Moline as additional insured
3. Signed application
4. Sign licensing agreement prepared by City Clerk (Clerk will contact you when it is ready)
5. Sign traffic agreement prepared by Traffic Sergeant (Agreement will be mailed to you)

Please return documents and fees by Friday, March 7, 2014 in order for the City to best serve you!

***Tracy Koranda, City Clerk
Moline City Hall
619 16th Street, Moline, IL 61265
Phone: (309) 524-2004
tkoranda@moline.il.us***

Quad Cities Distance Classic

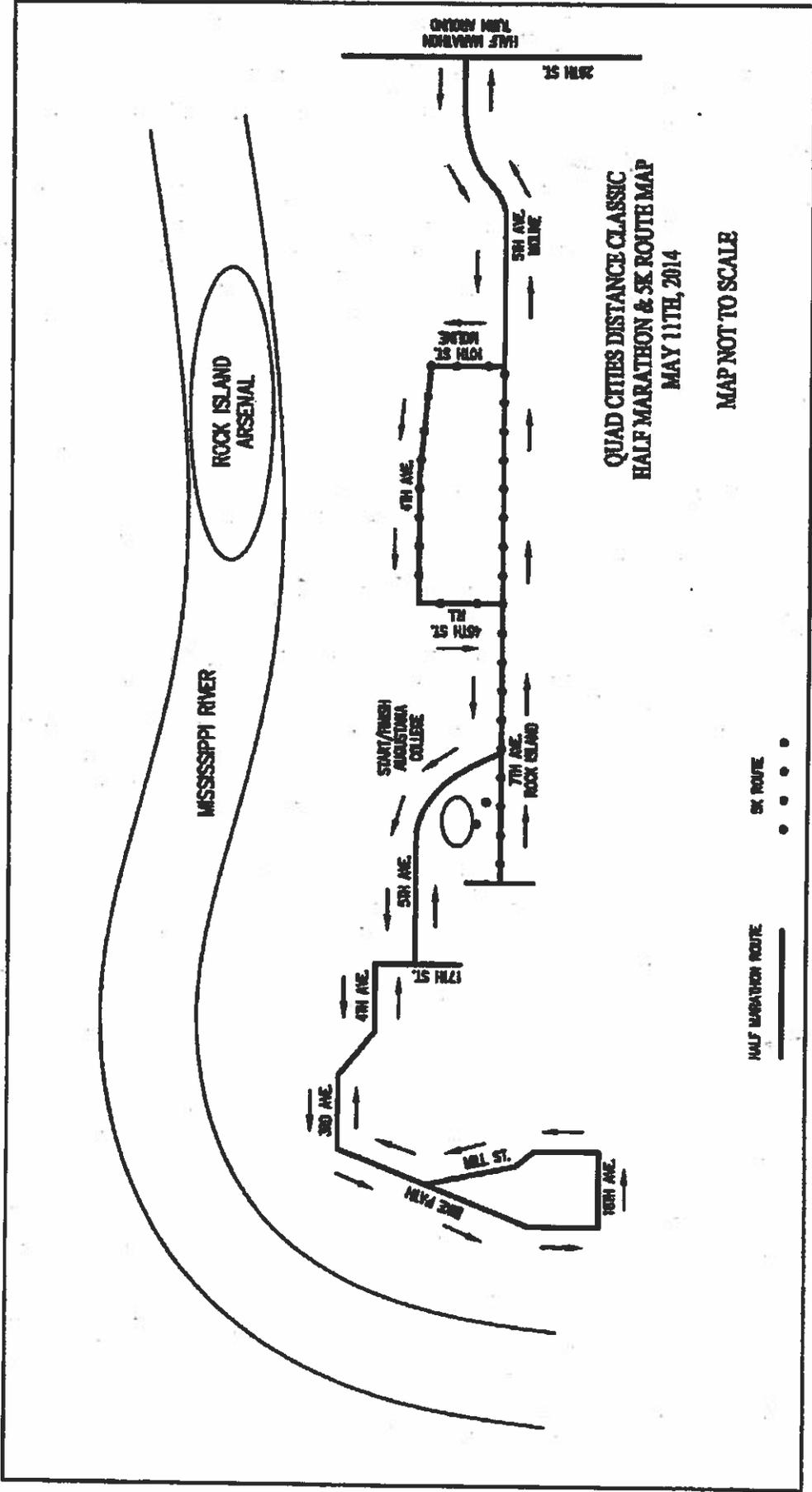
The northernmost east-bound lane of 5th Avenue from the westernmost side of 1st street to the easternmost side of 11th street.

All lanes of 5th Avenue from the westernmost side of 11th street to the easternmost side of 26th street.

All lanes of 10th street from the northernmost side of 5th Avenue to the southernmost lane of 4th Avenue.

Southernmost west-bound lane of 4th Avenue from the easternmost side of 10th street to the westernmost side of 1st street.

TURNS AROUND APPROXIMATELY AT 25TH ST.
PLANNING COURSE CERTIFICATION. ACTUAL TURN
COULD BE BETWEEN 24TH AND 27TH ST.



QUAD CITIES DISTANCE CLASSIC
HALF MARATHON & 5K ROUTE MAP
MAY 11TH, 2014

MAP NOT TO SCALE

HALF MARATHON ROUTE
5K ROUTE

PLAN FOR EVENT SECURITY

Volunteers and Moline Police as determined by Traffic Sergeant

PLAN FOR SANITATION FACILITIES

Port-a-Potties will be set up at the start & finish of the race at Augustana College

EXPECTATION/PLAN FOR EMERGENCY MEDICAL NEEDS

Trinity Ambulance will be stationed at Augustana. Volunteers on the course have cell phones. Emergency vehicles will be able to enter and exit entire site and course

EVENT FIRE SUPPRESSION PLAN

911

All Licensees and permits required herein are separate requirements. Depending upon the nature of the event, it is possible that more than one license or permit will be required and the undersigned acknowledges and understands it is his/her obligation to secure ALL necessary licenses and/or permits. The undersigned is authorized to act on behalf of the entity, and agrees to the necessary costs, insurance requirements, and other guidelines identified in the Special Event Application or any document, license, or permit referenced herein; and further agrees to provide the City Clerk's office with all required necessary documents, including the executed cost estimated memorandum, which will be forwarded to the Event Coordinator shortly after this initial application is completed.

Paul Schmit PRESIDENT, CORN BEET RUNNERS CLUB 3/16/14
Signature of Applicant/Event Coordinator Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jay Olson Insurance Agency, Inc. 217 E. Main St. State Farm Knoxville, IA 50138 	CONTACT NAME: Jay Olson PHONE (AC, Ho, Em): 641 842-2161 FAX (AC, Ho): 641 842-3590 E-MAIL ADDRESS: jay@jaysolonaagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Fire and Casualty Company</td> <td>26143</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Fire and Casualty Company	26143	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: State Farm Fire and Casualty Company	26143													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Combelt Running Club, Inc. 315 Geo Wash Blvd Davenport, IA 52803														

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION	TYPE OF INSURANCE	ACORD NUMBER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		95-EH-8227-1	08/08/2013	08/08/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		95-CQ-2292-9	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Quad City Distance Classic, May 11, 2014

CERTIFICATE HOLDER City of Moline, IL	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ADDITIONAL INSURED ENDORSEMENT
DESIGNATED PREMISES ONLY



Policy No.:

95-EH-8227-1F

Named Insured:

CORNBELT RUNNING CLUB INC

"QUAD CITIES DISTANCE CLASSIC" 5-11-2014

Name of Additional Insured:

CITY OF MOLINE, ILLINOIS
STATE OF ILLINOIS

Address of Additional Insured:

CITY HALL
619 16TH ST
MOLINE, IL 61265

Interest of Additional Insured:

Location of Premises:

"QUAD CITIES DISTANCE CLASSIC"

The word "insured", wherever used in this policy, also includes the designated person or organization named above as Additional Insured under the provisions of the policy Sections shown below as applicable by an "X" to the extent indicated.



SECTION I. This applies only to **COVERAGE A - BUILDINGS**.



SECTION I. This applies only to **COVERAGE B - BUSINESS PERSONAL PROPERTY**.

Description of Property:



SECTION II. This applies only to **COVERAGE L - BUSINESS LIABILITY** and **COVERAGE M - MEDICAL PAYMENTS** and then only with respect to the ownership, maintenance or use of the premises designated above and operations necessary or incidental thereto. These SECTION II coverages do not apply to:

1. structural alterations or new construction performed by or on behalf of the designated person or organization;
2. personal injury caused by the designated person or organization;
3. liability the designated person or organization assumed under a contract; or
4. products-completed operations hazard arising out of goods or inventory which are not sold or distributed by you or arising out of the manufacturing or packaging of such goods or inventory.

All other provisions of the policy apply.

PAUL L SCHMIDT
3418 WASHINGTON ST PH 583-391-7608
DAVENPORT, IA 52806

3393
70-8833/2711

March 16, 2014
Date

Pay to the Order of CITY OF MOLINE \$ 50⁰⁰

FIFTY & NO/100 Dollars  Security Features Details on Back

At the Heart of the Community

R.I.A. FEDERAL CREDIT UNION
P.O. Box 4750 · Rock Island, IL 61204
www.riacu.com

For Q.C. DISTANCE CLASSIC 2014
APPLICATION FEE - MOLINE

Paul L Schmidt

MP

⑆ 271 188337⑆

2735302⑈ 3393

Member Since



315 E. George Washington Blvd.
Davenport, IA 52803
563 -326- 1942
www.cornbelt.org

March 16, 2014

Tracy Koranda, City Clerk
Moline City Hall
619 16th Street
Moline, IL 61265

Dear Tracy Koranda:

Thank you for emailing the Special Event Application for 2014 Quad Cities Distance Classic, Sunday, May 11th, 2014, directed by Cornbelt Running Club.

Enclosed you will find all documents on your check list, including the \$50 check for the application fee.

It is worth noting that both races (5K & Half Marathon) start at 7:30 a.m. at Augustana College on 7th Avenue. I have enclosed the half marathon and 5K course map. The half marathon has a new route into Moline this year. As noted on the new course map, the half marathon turn around will be on 5th Ave., between 24th and 27th Avenues, depending on final course measurement for certification. It is likely to be near 25th Street. All participants should be finished in Moline by 9:00 a.m.

If there are any questions/problems, please call me: Cell 340-8375, or at Home 391-7606. As in the past, we will cooperate fully with the Traffic Department.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul L. Schmidt'.

Paul L. Schmidt
President

Enclosures

RECEIVED

MAR 18

CITY CLERK'S OFFICE

Council Bill/Special Ordinance No.: 4013-2014

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 335 4th Avenue and 518 4th Avenue as surplus; and

AUTHORIZING the Mayor and City Clerk to do all things necessary to convey the City-owned properties at 335 4th Avenue and 518 4th Avenue, Moline, to Habitat for Humanity-Quad Cities.

WHEREAS, the City recently acquired the properties at 335 4th Avenue and 518 4th Avenue, Moline, due to Code enforcement issues; and

WHEREAS, Habitat for Humanity-Quad Cities is interested in building a single-family home on each of the two lots; and

WHEREAS, the City and Habitat have already facilitated the construction of new homes in this neighborhood; and

WHEREAS, the City of Moline feels the construction of additional single-family homes in this neighborhood will continue to stabilize the neighborhood; and

WHEREAS, this Ordinance will lower the City's property maintenance expenses immediately and increase the property tax base in the future.

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

Section 1 - That the property located at 335 4th Avenue and 518 4th Avenue is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to do all things necessary to convey 335 4th Avenue and 518 4th Avenue, Moline, to Habitat for Humanity-Quad Cities; provided however, that said Quit Claim deed is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

Section 3 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

Section 4 – That this ordinance shall be in full force and effect from and after passage, approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between, **HABITAT FOR HUMANITY-QUAD CITIES**, an Iowa domestic non-profit corporation (hereinafter “**Buyer**”), located in Davenport, Iowa, and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter “**Seller**”), located at 619 16th Street, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter “**Property**”), and commonly known as 518 4th Avenue, Moline, Illinois, and 335 4th Avenue, Moline, Illinois;

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

Sec. 1. PURCHASE PRICE

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the Seller, and the Seller will sell the Property to the Buyer and pay therefore the amount of **One and No/100ths Dollars (\$1.00)** (hereinafter “**Purchase Price**”) payable to Seller at time of closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before **the 31st day of May, 2014**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Seller, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Buyer shall take possession of the property at closing.

Sec. 3. CONVEYANCE OF PROPERTY

(a) Form of Deed. At Closing, Seller shall deliver a Quit Claim Deed (“**Deed**”) in the name of the Buyer to Buyer conveying Seller’s interests and title together with such other documents that may be required to record the deed and transfer personal property.

Said Deed shall be conveyed in an “as is, where is” condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such conveyance subject to such condition shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
2. All easements of record; and
3. Matters that would be revealed by an ALTA survey of the Property.

(b) Proration of Taxes and Adjustments. There shall be no proration of taxes as the Property is currently tax exempt; and there are no leases for the subject property requiring a credit for deposits or proration of rents.

(c) Expenses of Transfer. Buyer shall pay:

1. Recording fees for deed and mortgages, if any;
2. Cost of Buyer's abstracting or mortgage title insurance policy, if necessary.

Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.

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

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

Sec. 4. PROPERTY CONDITION

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

Sec. 5. ENTIRE AGREEMENT

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

Sec. 6. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock

Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

Sec. 7. SEVERABILITY

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

Sec. 8. ASSURANCE OF FURTHER ACTION

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

Sec. 9. ACCEPTANCE

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase on the terms stated above. Buyer's offer to buy herein shall be irrevocable to and including May 31, 2014. If not so approved by the Seller, through its City Council, by May 6, 2014, this offer and Agreement shall be void.

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

IN WITNESS WHEREOF, **Habitat for Humanity-Quad Cities**, Buyer, has caused this Agreement for Sale of Real Estate to be executed this _____ day of _____, 2014.

By: _____
Name: _____
Its: _____

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 _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of Habitat for Humanity-Quad Cities, executing the within and foregoing instrument to which this is attached; that said instrument was signed and delivered as the free and voluntary act of said corporation, and caused the corporate seal of the said corporation to be affixed thereto, pursuant to authority give by the Board of Directors of said Corporation as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

(seal)

NOTARY PUBLIC

IN WITNESS WHEREOF, The City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this _____ day of _____, 2014.

City of Moline (Seller)

Attest:

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

SCHEDULE A

LOT NUMBER THREE (3) IN BLOCK NUMBER EIGHT (8) IN WEST MOLINE, AN ADDITION IN THE CITY OF MOLINE, SITUATED IN ROCK ISLAND COUNTY, ILLINOIS;

Commonly known as: 518 4th Avenue, Moline, Illinois 61265; Parcel No. 08-1027;

and

THE EAST 31 FEET OF LOT 13 AND THE WEST 20 FEET OF LOT 14 IN BLOCK 1 IN THAT PART OF THE CITY OF MOLINE KNOWN AS AND CALLED JOHN DEERE'S ADDITION TO SAID CITY; SITUATED IN ROCK ISLAND COUNTY, ILLINOIS;

Commonly known as: 335 4th Avenue, Moline, Illinois 61265; Parcel No. 08-2493.

Council Bill/Resolution No.: 1062-2014

Sponsor _____

A RESOLUTION

DECLARING personal property listed in Exhibit "A" hereto as surplus property and authorizing the Finance Director to dispose of said surplus property.

WHEREAS, this Council finds and declares that the personal property listed in Exhibit "A" attached hereto and incorporated herein by this reference thereto is surplus property and no longer necessary or useful to, or for the best interest of the City; and

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

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

That this Council finds and declares the personal property listed in Exhibit "A" attached hereto as surplus property and authorizes the Finance Director to dispose of said surplus property; provided said Exhibit is substantially similar in form and content to that attached hereto.

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

CITY OF MOLINE, ILLINOIS

Mayor

May 6, 2014

Date

Passed: May 6, 2014

Approved: May 13, 2014

Attest: _____

City Clerk

Approved as to Form:

By: _____

City Attorney

Exhibit "A"

Personal Property to be declared surplus:

Planning Department Equipment:

Quantity	Asset Description	Condition
3	Wooden Chairs	Good
2	Plastic Chairs	Good
2	Chairs on Wheels	Poor
1	Small Table	Poor
2	Bottom of a Desk	Poor
2	Top of a Desk	Poor
4	Small Two Drawer Cabinets	Poor
1	Small Desk with Wheels	Poor
1	Large ½ of a Desk	Poor
1	Microwave Oven	Good
1	Coffee Pot	Good

Fleet Division Equipment:

1 OTC Genisys Scanner, Serial #BEE38354620 Condition: Fair

Other:

Series of Metal Lockers in basement of Central Fire Station Condition: Fair

Numerous pieces of metal and metal panels from old Shooting Range located
in basement of Central Fire Station Condition: Fair

Council Bill/Resolution No.: 1063-2014

Sponsor _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept a proposal from Azavar Audit Solutions, Inc. (Azavar) to provide a municipal audit program at no upfront cost to the City of Moline.

WHEREAS, it is important that local government examine all options to capture all monies due to it from taxes, franchise fees and utility fees; and

WHEREAS, Azavar Audit Solutions, Inc. offered to conduct a comprehensive municipal audit (to include, but not be limited to gas, electric and telecommunications fees assessed to the City of Moline by service providers and franchise fees, local sales/use taxes, business license revenue and hotel/motel use taxes); and

WHEREAS, staff recommends the acceptance of the proposal from Azavar to conduct a municipal audit program. Said audit shall be at no upfront cost to the City; however Azavar would realize 45% of any cost savings received by the City.

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

That the Mayor and City Clerk are hereby authorized to accept a proposal from Azavar Audit Solutions, Inc. (Azavar) to provide a municipal audit program at no upfront cost to the City of Moline; provided said proposal is similar in form and content to that attached hereto as Exhibit "A" and incorporated herein by this reference thereto.

CITY OF MOLINE, ILLINOIS

Mayor

May 6, 2014

Date

Passed: May 6, 2014

Approved: May 13, 2014

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 234 South Wabash Avenue, Sixth Floor, Chicago, Illinois 60604 ("Azavar"), and the City of Moline, an Illinois municipal corporation having its principal place of business at 1630 8 Avenue, Moline, Illinois 61265 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately audit each utility tax, taxpayer, franchise fee, and utility service fee and expense imposed by or upon the Customer within the Customer's corporate boundaries ("Audits") including, but not limited to Electric, Gas, Cable, and Telecommunications providers ("Providers") on behalf of the Customer. Azavar shall audit or review during the course of its work for the Customer, Customer receipts, addresses and databases relating to local sales/use taxes and business license revenue. Azavar shall audit water databases, expense, and taxes and hotel/motel occupancy taxes.
- (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer's own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies due or potentially due to the Customer for review by the Customer ("Findings"). Azavar shall review Customer ordinances and shall present Findings to maximize Customer revenues as part of the Audits. Customer agrees to review any Findings within thirty (30) days.
- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits contemplated under this Agreement without Azavar's written consent.
- (d) In order to perform the Audits, Azavar will require full access to Customer records and Provider records. Customer will use its authority as necessary to assist in acquiring information and procure data from Providers; Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with Providers;
- (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.
- (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expense and fees on a time and materials basis using the Azavar blended hourly rate of \$152.00/hour for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits.
- (g) The first audit start date will be no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;
- (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
- (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;
- (j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Jason Perry and assigned auditors as authorized agents of Customer for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. PAYMENT TERMS.

*still
need this
defined
← pulled out*

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis, based on actual amounts collected by Azavar or Customer. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

still need the deficit

where? in 3.2?

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on actual recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on actual savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

4. **CONFIDENTIAL INFORMATION**

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 et seq.).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. **TERMINATION**

- 7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.
- 7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

<u>If to Azavar</u>	<u>If to Customer</u>
General Counsel	City Attorney
Azavar Audit Solutions, Inc.	City of Moline
234 South Wabash Avenue, Sixth Floor	1630 8 Avenue
Chicago, Illinois 60604	Moline, Illinois 61625

- 9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.
- 10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.
- 11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois, County of Rock Island.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.	CUSTOMER	<u>CITY OF MOLINE, ILLINOIS</u>
By _____	By _____	_____
Title _____	Title _____	_____
Date _____	Date _____	_____

Council Bill/Resolution No.: 1064-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with McCarthy Improvement Company for Project No. 1201, 2014 Residential Resurfacing Program, in the amount of \$752,727.40.

WHEREAS, bids were publicly read on April 15, 2014; and

WHEREAS, bids were solicited with McCarthy Improvement Company submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk to execute a contract with McCarthy Improvement Company for Project No. 1201, 2014 Residential Resurfacing Program, in the amount of \$752,727.40; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 6, 2014

Date

Passed: May 6, 2014

Approved: May 13, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2014, between **MCCARTHY IMPROVEMENT COMPANY** of **5401 VICTORIA AVENUE, DAVENPORT, IA 52807**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **SEVEN HUNDRED FIFTY TWO THOUSAND SEVEN HUNDRED TWENTY SEVEN AND 40/100 (\$752,727.40) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1201, 2014 RESIDENTIAL RESURFACING PROGRAM** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4024-2013 are updated monthly by the Illinois Department of Labor and may be found at:

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

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

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

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **SEVEN HUNDRED FIFTY TWO**

THOUSAND SEVEN HUNDRED TWENTY SEVEN AND 40/100 (\$752,727.40) DOLLARS

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

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1065-2014
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to accept a Permanent Utility and Drainage Easement and a Temporary Construction Easement at 4101 41st Street.

WHEREAS, a Permanent Utility and Drainage Easement and a Temporary Construction Easement are necessary to facilitate the installation of a water main on property commonly known as 4101 41st Street; and

WHEREAS, staff recommends acceptance of said easements.

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

That the Mayor and City Clerk are hereby authorized to accept a Permanent Utility and Drainage Easement and a Temporary Construction Easement at 4101 41st Street; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 6, 2014

Date

Passed: May 6, 2014

Approved: May 13, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

Project #1198
Parcel 07 7759-1

TEMPORARY CONSTRUCTION EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

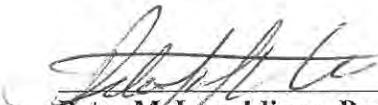
The undersigned owner:

McLaughlin Motors, Inc., formerly known as McLaughlin Oldsmobile-Cadillac, Inc. (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation ("Grantee"), the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **4101 41st Street**, Moline, Illinois, which is more particularly described in Exhibit "A," attached hereto and made a part hereof by reference thereto, to do any necessary work for utility installation and maintenance, site grading and related work on said tract of land.

The above represents a TEMPORARY agreement and shall terminate thirty (30) days after completion of the above referenced project.

SIGNED AND DELIVERED this 10th day of April, 2014.

GRANTOR(S):



**Peter McLaughlin as President,
McLaughlin Motors, Inc., f/k/a McLaughlin Oldsmobile-Cadillac, Inc.**

Prepared by and return to:
Law Department, City of Moline, 619 – 16th Street, Moline, IL 61265

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

I, Deanne K. Maaney, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that **Peter McLaughlin**, personally known to me to be the **President of McLaughlin Motors, Inc., f/k/a McLaughlin Oldsmobile-Cadillac, Inc.** and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person and acknowledged that as such President, he signed and delivered the said instrument as President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of April,
A.D. 2014.

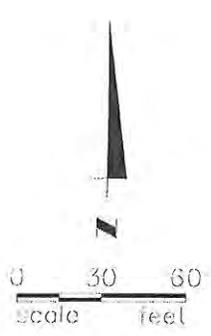
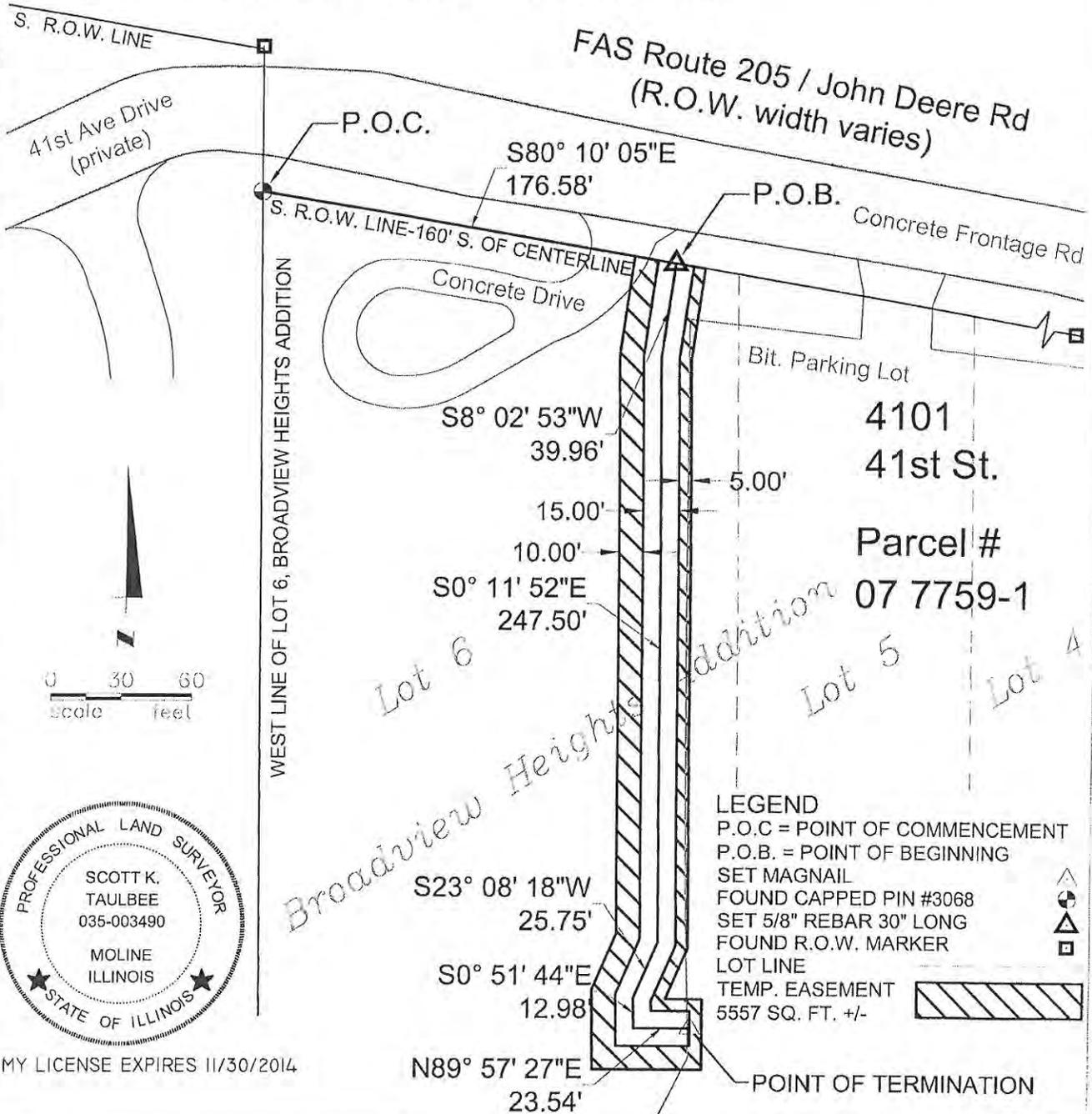


Deanne K. Maaney
NOTARY PUBLIC

EXHIBIT "A" SHEET 1 OF 2

TEMPORARY CONSTRUCTION EASEMENT

Part of Lot 6 in Broadview Heights Addition to the City of Moline, located in the Northeast Quarter of Section 15, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois.



MY LICENSE EXPIRES 11/30/2014

DATE

SHEET 1 OF 2

- LEGEND**
- P.O.C = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - SET MAGNAIL
 - FOUND CAPPED PIN #3068
 - SET 5/8" REBAR 30" LONG
 - FOUND R.O.W. MARKER
 - LOT LINE
 - TEMP. EASEMENT
 - 5557 SQ. FT. +/-

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003490, DO HEREBY STATE THAT THIS TEMPORARY CONSTRUCTION EASEMENT PLAT WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION, AND IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS EASEMENT PLAT.

CITY OF MOLINE
 3635 4TH AVE
 MOLINE, IL 61265

JOHN DEERE ROAD UTILITIES
 NEAR 38TH STREET
 PROJECT # 1198

H:\Engineering\ALL PROJECTS\1198 & 1199 - IL 5 Water Main Relocations & IL 5 Sanitary Sewer Relocations\Design\Survey\UDR-TaulbeeEasements-8-2-13.dwg, 3/12/2014 8:56:01 AM, 160

EXHIBIT "A" SHEET 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT

Five-foot and 10-foot-wide strips of land adjacent to a 15 foot-wide strip of land in Lot 6 of Broadview Heights Addition to the City of Moline, located in the Northeast Quarter of Section 15, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois described as follows:

A strip of land 5 feet in width, east of and immediately adjacent to the following permanent utility easement, together with a strip of land, 10 feet in width, west and south of and immediately adjacent to said following permanent utility easement:

A strip of land, 15 feet in width, in Lot 6 in Broadview Heights Addition to the City of Moline, located in the Northeast Quarter of Section 15, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois, described as follows:

Commencing at a point on the south right of way line of F.A.S. Route 205 (John Deere Road) which is 160 feet south of the centerline of said Route and on the west line of Lot 6 in said Broadview Heights Addition; thence South 80 degrees 10 minutes 05 seconds East, 176.58 feet on said south right of way line to the **Point of Beginning** which is the Northerly point of the centerline of such 15-foot-wide strip, said centerline thence continuing South 08 degrees 02 minutes 53 seconds West, 39.96 feet; thence South 00 degrees 11 minutes 52 seconds East, 247.50 feet; thence South 23 degrees 08 minutes 18 seconds West 25.75 feet; thence South 00 degrees 51 minutes 44 seconds East, 12.98 feet; thence North 89 degrees 57 minutes 27 seconds East 23.54 feet to the point of termination.

This temporary construction easement contains 5557 square feet, more or less.

Parcel# 07 7759-1

SHEET 2 OF 2

CITY OF MOLINE
3635 4TH AVE
MOLINE, IL 61265

JOHN DEERE ROAD UTILITIES
NEAR 38TH STREET
PROJECT # 1198

Project #1198
Parcel 07-7759-1

PERMANENT UTILITY AND DRAINAGE EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

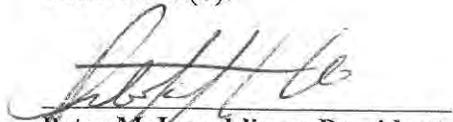
The undersigned owner:

McLaughlin Motors, Inc., formerly known as McLaughlin Oldsmobile-Cadillac, Inc. (hereinafter "Grantor"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation ("Grantee"), the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **4101 41st Street**, Moline, Illinois, which is more particularly described in Exhibit "A," attached hereto and made a part hereof by reference thereto, to do any necessary work for utility installation and maintenance, site grading and related work on said tract of land; provided that all grounds disturbed by Grantee, its agents or contractors, for any of the purposes aforesaid, within the easement or to Grantor's adjoining property, shall be restored by Grantee at Grantee's expense to the same condition as found within a reasonable time.

The above represents a permanent agreement and shall be binding upon current and future owners of said tract of land.

SIGNED AND DELIVERED this 10th day of April, 2014.

GRANTOR(S):



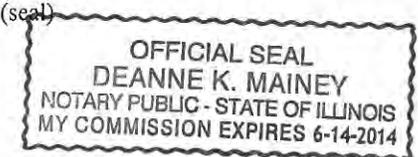
**Peter McLaughlin as President,
McLaughlin Motors, Inc., f/k/a McLaughlin Oldsmobile-Cadillac, Inc.**

Prepared by and return to:
Law Department, City of Moline, 619 - 16th Street, Moline, IL 61265

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

I, Deanne K. Maoney, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Peter McLaughlin, personally known to me to be the President of McLaughlin Motors, Inc., f/k/a McLaughlin Oldsmobile-Cadillac, Inc. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person and acknowledged that as such President, he signed and delivered the said instrument as President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of April, A.D. 2014.

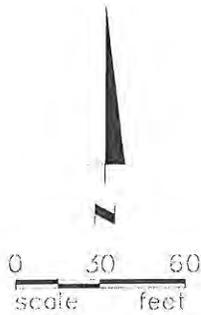
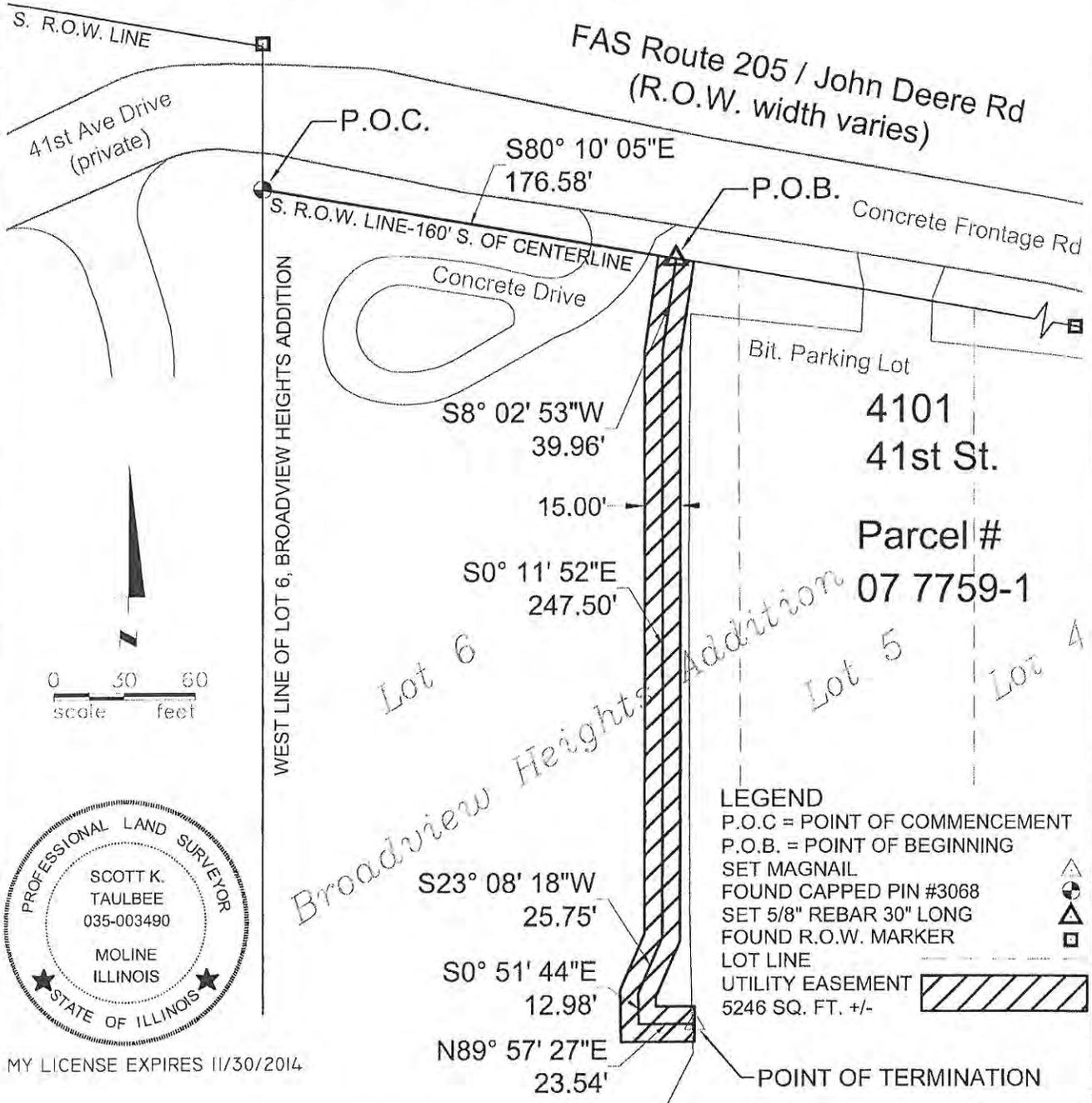


Deanne K. Maoney
NOTARY PUBLIC

EXHIBIT "A" SHEET 1 OF 2

PERMANENT UTILITY EASEMENT

Part of Lot 6 in Broadview Heights Addition to the City of Moline, located in the Northeast Quarter of Section 15, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois.



MY LICENSE EXPIRES 11/30/2014

- LEGEND**
- P.O.C = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - SET MAGNAIL
 - FOUND CAPPED PIN #3068
 - SET 5/8" REBAR 30" LONG
 - FOUND R.O.W. MARKER
 - LOT LINE
 - UTILITY EASEMENT
 - 5246 SQ. FT. +/-

DATE _____ SHEET 1 OF 2

I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003490, DO HEREBY STATE THAT THIS PERMANENT UTILITY EASEMENT PLAT WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION, AND IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS EASEMENT PLAT.

CITY OF MOLINE
 3635 4TH AVE
 MOLINE, IL 61265
 JOHN DEERE ROAD UTILITIES
 NEAR 38TH STREET
 PROJECT # 1198

H:\Engineering\ALL PROJECTS\1198 & 1199 - IL 5 Water Main Relocations & IL 5 Sanitary Sewer Relocations\Design\Survey\Survey\JDR-Taulbee\Easements-8-2-13.dwg, 3/11/2014 8:45:26 AM, 1:60

EXHIBIT "A" SHEET 2 OF 2

PERMANENT UTILITY EASEMENT

A strip of land, 15 feet in width, in Lot 6 in Broadview Heights Addition to the City of Moline, located in the Northeast Quarter of Section 15, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois, described as follows:

Commencing at a point on the south right of way line of F.A.S. Route 205 (John Deere Road) which is 160 feet south of the centerline of said Route and on the west line of Lot 6 in said Broadview Heights Addition; thence South 80 degrees 10 minutes 05 seconds East, 176.58 feet on said south right of way line to the **Point of Beginning** which is the Northerly point of the centerline of such 15-foot-wide strip, said centerline thence continuing South 08 degrees 02 minutes 53 seconds West, 39.96 feet; thence South 00 degrees 11 minutes 52 seconds East, 247.50 feet; thence South 23 degrees 08 minutes 18 seconds West 25.75 feet; thence South 00 degrees 51 minutes 44 seconds East, 12.98 feet; thence North 89 degrees 57 minutes 27 seconds East 23.54 feet to the point of termination.

This permanent utility easement contains 5246 square feet, more or less.

H:\Engineering\ALL PROJECTS\1198 & 1199 - IL 5 Water Main Relocations & IL 5 Sanitary Sewer Relocations\Design\Survey\survey\DR-TailbeeEasements-8-2-13.dwg, 3/12/2014 9:18:50 AM, 1:60

Parcel# 07 7759-1

SHEET 2 OF 2

CITY OF MOLINE
3635 4TH AVE
MOLINE, IL 61265

JOHN DEERE ROAD UTILITIES
NEAR 38TH STREET
PROJECT # 1198

Council Bill/Resolution No.: 1066-2014
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to adopt a Resolution Authorizing the Civil Engineer to Sign Sanitary Sewer and Water Main Extension Permits.

WHEREAS, the Illinois Environmental Protection Agency (IEPA) requires that all sanitary sewer and water main replacement extension projects be permitted through the IEPA before the work begins; and

WHEREAS, State statute allows for municipalities to assume this permitting function through a “delegate authority” agreement with the IEPA; and

WHEREAS, this resolution is required as part of the process to assume the IEPA’s authority to issue permits.

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

That the Mayor and City Clerk are authorized to adopt a Resolution Authorizing the Civil Engineer to Sign Sanitary Sewer and Water Main Extension Permits; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

Date May 6, 2014

Passed: May 6, 2014

Approved: May 13, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: _____
Sponsor: _____

A RESOLUTION

AUTHORIZING the Civil Engineer in the Public Works Department to sign permits granting EPA construction and operating permits for sanitary sewers, sewer system lift stations and water main extensions on behalf of the City of Moline.

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

That the Civil Engineer is hereby authorized to sign permits granting EPA construction and operating permits for sanitary sewers, sewer system lift stations and water main extensions on behalf of the City of Moline; provided said permits have been provided on approved forms and have met all requirements as set forth by the Engineering Division and Illinois Environmental Protection Agency.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: 1067-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the Komen Quad Cities Race for the Cure 5K, 1.2 ML Run/Walk Special Event scheduled for Saturday, June 14, 2014.

WHEREAS, the Komen Quad City Affiliate is sponsoring a 5K, 1.2 ML Run/Walk to be held in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require temporary lane closure of 4th Avenue (IL Route 92 westbound), from the Rock Island border to 23rd Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorized the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to temporarily close 4th Avenue (IL Route 92 westbound), from the Rock Island border to 23rd Street be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 6:00 a.m. until 12:30 p.m. on Saturday, June 14, 2014.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a "Komen Quad Cities Race for the Cure."

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) The detour route shall be as follows: South on 23rd Street to 7th Avenue, west on 7th Avenue to 19th Street, south on 19th Street to 12th Avenue west on 12th Avenue to 7th Street, south on 7th Street to 16th Avenue, west on 16th Avenue to 44th Street in Rock Island, north on 44th Street to 4th Avenue (Illinois, Route 92 westbound);

BE IT FURTHER RESOLVED that the City assumes full responsibility for the direction, protection and regulation of the traffic during the time 4th Avenue (IL Route 92), from the Rock Island border to 23rd Street is closed.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the City, be positioned at the end of the closed sections and at other points as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed from the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc. shall be used by the City of Moline as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Moline.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline hereby agrees to assume all liabilities and pay claims for any damage, which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED that the City of Moline shall provide comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which names the Illinois Department of Transportation and its officials, employees, and agent as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

Mayor

Date

May 6, 2014

Passed: May 6, 2014

Approved: May 13, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: 1068-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Memorandum of Understanding between the City of Moline, City of Rock Island, and County of Rock Island setting forth the terms for submitting a joint application for funding available through the U. S. Department of Justice 2014 Byrne Justice Assistance Grant Program.

WHEREAS, Moline, Rock Island, and Rock Island County are eligible to submit a joint application for the aggregate of funds allocated to them under the 2014 Byrne Justice Assistance Grant Program award; and

WHEREAS, prior to submission of an application, the agencies must enter into a Memorandum of Understanding, setting forth the agreed upon allocation of funds, the projects to be funded, and the appointment of one agency to serve as fiscal agent; and

WHEREAS, the proposed agreement provides, in part, for County to serve as the fiscal agent for the grant.

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

That the Mayor and City Clerk are hereby authorized to execute a Memorandum of Understanding between the City of Moline, City of Rock Island, and County of Rock Island, setting forth the terms for submitting a joint application for funding available through the U. S. Department of Justice 2014 Byrne Justice Assistance Grant Program, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 6, 2014

Date

Passed: May 6, 2014

Approved: May 13, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

**MEMORANDUM OF UNDERSTANDING
2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of May, 2014, by and between **THE COUNTY OF ROCK ISLAND, ILLINOIS (“County”)**, **THE CITY OF MOLINE, ILLINOIS (“Moline”)**, and **THE CITY OF ROCK ISLAND, ILLINOIS (“Rock Island”)**, in regard to the joint application for funding available from the U. S. Department of Justice.

WITNESSETH:

WHEREAS, County, Moline, and Rock Island are eligible to submit a joint application for the aggregate of funds allocated to them under the 2014 Byrne Justice Assistance Grant (JAG) Program award; and

WHEREAS, the grant requires that one agency serve as the Fiscal Agent for the funds and administer the financial and programmatic requirements; and

WHEREAS, Rock Island County will serve in the capacity of Fiscal Agent for the 2014 JAG grant, and as such will make application for the joint funding and comply with the subsequent reporting requirements; and

WHEREAS, this agreement is made subject to and enabled by Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

NOW THEREFORE, the participating agencies agree as follows:

Grant Administration. Rock Island County will complete the application process, based on the agreed upon allocation of funding and the individual projects as identified below for each of the participating agencies.

GMS APPLICATION NUMBER: 2014 -IL-DJ

A. Upon receipt of the JAG funding, County will pay Moline the sum of \$15,539.40 as its portion of the grant for its Less Lethal Weapon Deployment Project.

B. Upon receipt of the JAG funding, County will pay Rock Island the sum of \$21,132.00 for the Police Officer Personnel Project.

C. Upon receipt of the JAG funding, County will retain the sum of \$4,074.60 for the Law Enforcement Courthouse/Justice Center Security Enhancement Project.

D. Each participating agency will establish a trust fund account in which its portion of the JAG funding will be deposited.

E. Each participating agency will retain documentation of all expenditures made from the JAG funding during the course of the grant period.

F. Upon request by County, Moline and Rock Island will provide financial and program data from their respective individual JAG funded projects for preparation of the appropriate quarterly and semi-annual reports required under the grant.

G. County, as the Fiscal Agent, will prepare and submit the required quarterly financial and program reports required under the grant.

Term: The term of this agreement shall be for the four-year grant period, or until final close-out of the grant has been approved by the U. S. Department of Justice, whichever occurs first.

Miscellaneous: Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may

GMS APPLICATION NUMBER: 2014 -IL-DJ

arise from the furnishing of services by the other parties.

CITY OF MOLINE, ILLINOIS

CITY OF ROCK ISLAND, ILLINOIS

By: _____
Mayor

By: _____
Mayor

Attest:

City Clerk

Attest:

City Clerk

Approved As To Form:

City Attorney

Approved As To Form:

City Attorney

**COUNTY OF ROCK ISLAND,
ILLINOIS**

By: _____
County Board Chairman

Attest:

Approved As To Form:

Council Bill/General Ordinance No.: 3010-2014
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 18 thereof, "TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," by deleting 5th Avenue, on both sides, between 20th Street to 24th Street, and adding in lieu thereof 5th Avenue, on both sides, between 21st Street and 24th Street.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 18 thereof, "TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," is hereby amended by deleting 5th Avenue, on both sides, between 20th Street and 24th Street, and adding in lieu thereof 5th Avenue, on both sides, between 21st Street and 24th Street.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No.: 4014-2014
Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and KJMC Properties, L.L.C. for the “Skinner Block Development” project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.

WHEREAS, KJMC Properties, L.L.C. (“Developer”) seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of properties located at 1522 and 1524-1534 River Drive and 1529 3rd Avenue A, known as the Skinner Block Development (“Project”); and

WHEREAS, the Project will consist of the following elements: redevelopment of the property to include up to 22 market rate apartments and commercial uses in three adjacent properties; leasing of up to 40 parking spaces through a long term lease as well as leases for outdoor dining in the adjacent courtyard; and an addition to the existing dumpster area; and

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

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City’s architectural and social history thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; 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 interest of the City and its residents.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Original - HAY
R.N. AWIN

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

KJMC PROPERTIES, L.L.C.

“SKINNERBLOCK DEVELOPMENT“

THIS INDENTURE ("Agreement") made and entered into on this 17th day of April, 2014, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and KJMC Properties, L.L.C., an Iowa Limited Liability Company, duly registered to do business in the State of Illinois. ("Developer").

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 which are identified in the Project Plan for the City's Tax Incremental Financing District (TIF) enacted pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the "Act"); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) located at 1522 and 1524-1534 River Drive and 1529 3rd Avenue A; to be known as the Skinner Block Development; and

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

- i. Developer to complete the purchase of the building at 1522 River Drive; Developer current record title owner of the following two (2) buildings located at 1524-1534 River Drive and 1529 3rd Avenue A; these three (3) properties are identified as parcel numbers: 08-5437-1, 08-5435 and 08-5436;
- ii. Rehabilitation of 1524-1534 River Drive into 12 apartments on the second and third floors, and rehabilitation of 1522 River Drive into a commercial space on the first floor and either 2 apartments or commercial use on the second floor;
- iii. Rehabilitation of 1529 3rd Avenue A into 8 apartments units on the second and third floors.

- iv. Commit to lease a minimum of 40 parking spaces at market rate from the City in the future when a parking structure is completed on adjacent property.

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

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel numbers 08-5437-1, 08-5435 and 08-5436, which is more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by this reference thereto; and

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City's architectural and social history, thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; and

WHEREAS, it is necessary for the successful completion of the 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 housing 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 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 Agreement in accordance with the Development Timetable contained in Exhibit B, attached hereto and incorporated by reference herein:

- A. Maximum TIF Payment. The City's total payment paid from the net incremental real estate tax generated by the Redevelopment Project under this Section I shall not extend beyond December 31, 2021, which is the expiration of the property tax TIF district.

The estimated total project cost for the Redevelopment Project is Three Million Six Hundred Thousand Dollars (\$3,600,000). Fifteen percent (15%) of the total project cost equals Five Hundred Forty Thousand Dollars (\$540,000). In no event shall the maximum total assistance ever exceed Five Hundred Forty Thousand Dollars (\$540,000) distributed from the property tax rebate. In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%).

Both parties acknowledge that the Tax Increment Financing District expires in 2021 and that there may not be the full increment generated prior to the expiration of the TIF to reach 15% of the total project cost. It is understood that the City is under no obligation to provide additional revenue sources to meet the 15% rebate indicated above.

- B. Property Tax Rebate. The City shall pay through its TIF Fund to Developer the net incremental annual real estate taxes once collected by the City as follows:

100%: 2014 – 2021 or until the final payment is made or the TIF District expires in 2021, it being understood that should the Maximum TIF Payment be paid prior to the dates listed on this schedule than no additional amount will be due or owing from the City. In no event will any payment be made after 2021.

The net incremental annual real estate taxes paid to the City shall be reimbursed to the Developer only to pay for eligible redevelopment expenses allowed under the Act (65 ILCS 5/11-74.4-3) as illustrated in Exhibit C, "TIF Eligible Expenses," attached hereto and incorporated herein by this reference, subject to the maximum identified in I.A. above.

The base year for computation purposes of the net incremental annual real estate taxes is agreed to be 2013, and the base Equalized Assessed Valuation (EAV) for the base year 2013 for parcels 08-5437-1, 08-5435 and 08-5436 is Three Hundred Seventy Thousand Eight Hundred Sixty Two Dollars (\$370,862). The property tax rebate period will start with assessment year 2013 and payment year 2014. The payment shall be from the incremental property tax generated solely by the Property, and paid to the City's TIF Account; the City shall remit to the Developer within thirty-days (30) after receipt of total annual payment into said City's TIF Account from Rock Island County. The Incremental Real Estate Taxes generated will be paid to the Developer for the particular year in question as set forth above.

Developer agrees to pay property taxes for the Property when due and payable and understands and agrees that failure to pay property taxes for the Property in a timely manner will render the City's rebate obligation null and void. Developer further agrees that the total rebate paid is limited to the increment generated by the project and paid to the City's TIF Account and may not be the amount identified in Section I.A. above. An illustrative example of the payments called for under this paragraph is shown in Exhibit D attached hereto and by this reference made a part hereof. The parties agree that the figures shown in Exhibit D are for illustrative purposes, and the actual payments to be made in any given year may be less than the amount shown or may be \$0 depending upon the actual experience.

- C. Parking. The City agrees to allow the tenants of the Skinner Block Development to park in the Visitor Parking Lots at 17th Street and River Drive (East Lot, referred to as Lot Z, being located at the southeast intersection of 17th Street and River Drive directly north of Washington Square Apartments as depicted on Exhibit E, and West Lot being located at 320 16th Street (the former Deere Collectors Center), as well as connecting lot to the north just south of River Drive and the connecting lot to the west between the railroad tracks and the Historic Block Courtyard as depicted on Exhibit E). Exhibit E is attached hereto and incorporated herein by reference. At such time that a development is approved and construction is under way on the West Lot, the City agrees to provide temporary parking in nearby City-owned parking lots as depicted on Exhibit E, namely the adjacent Visitor Lots and East Lot (Lot Z). At such time as a permanent parking structure is completed, the City will provide a minimum of 40 parking spaces to the residents of the Skinner Block Development at market rate, which will be equal to the rate to be charged

to the general public to park in the parking structure on a long-term lease basis.

- D. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible expenses (see Exhibit C) incurred or incidental to the Redevelopment Plan and Redevelopment Project.
- E. Final Payment. Upon final payment of the amount specified in paragraph I.A., above, or upon making the final payment as specified in I.B. above, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- F. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- G. Enterprise Zone Benefits. The City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. The City will cooperate and assist the Developer in its application for all Enterprise Zone benefits, if any, but the City does not warrant or assure or guarantee that any such benefits will be available to the Developer.
- H. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- I. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.
- J. Lease of Outdoor Space. City shall lease to Developer, upon Developer's request, the unimproved real estate of 12 feet or less in width, so that no existing landscaping is affected, running along the west side of 1522 River Drive, Moline, Illinois (legally described as Tract III on Exhibit A). The Lease shall be for a five (5) year period and shall contain four (4) five-year options to renew, but in no case shall the Lease extend

beyond 2039. The premises to be leased from City to Developer shall be no greater than 12 feet wide east and west, but in no case shall the leased area encroach on existing landscaping, and shall run along and be the length of the north/south measurement of the west side of the existing building located at 1522 River Drive. The Developer or Developer's Tenant shall provide liability insurance in an amount not less than \$1,000,000.00, with City as an additional insured, and agree to maintain the insurance on the leased premises throughout the term of the Lease. The Developer or Developer's tenant shall be allowed to improve the leased premises for outdoor use with minimum improvements to be a concrete slab; entirely fenced in with only access through the building located at 1522 River Drive; with seasonal shelter improvements in the nature of a canopy/roof with a possibility of screened in area along the north, west and south sides of the leased premises. Developer and Developer's tenant may make additional improvements to extend the seasonal use of the leased premises using outdoor heaters, along with other reasonable improvements. City and Developer further agree that lease payments shall be originally determined either by agreement or by securing the written opinion of a licensed Illinois real estate appraiser having his office in Rock Island County, Illinois, to determine the appropriate square footage rental value of the leased premises. The City and Developer further agree that the Lease will contain options to renew as previously indicated, however, the rent payment for all future option periods shall be determined by revaluation of the appropriate per square foot lease payment by a licensed real estate appraiser as indicated above. If the Developer or Developer's tenant wants to serve alcoholic beverages at or on the demised premises, then, Developer/Tenant shall first have to apply for and secure all appropriate liquor licenses from the City of Moline and fully comply with the then existing Moline Liquor Ordinance. Nothing in this Agreement shall serve as approval of any liquor license on any of the premises referenced herein.

- K. Garbage Dumpsters. City agrees to provide to Developer an addition to the existing dumpster area in the southern edge of the parking lot west of the Arsenal Bridge ramp/Collector's Center as long as Developer coordinates with the City's Public Works Department as to the location, size and design, which will need to be consistent with the existing structure. Developer shall construct the addition at its sole cost and expense. Developer shall agree, by separate written agreement, to keep its assigned area clean and well-maintained and to assume sole responsibility for the specific area where its dumpster is located. Should the existing dumpster area need to re-located for any reason, City will

coordinate with Developer to find an alternative site that is acceptable to both parties.

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws, including without limitation, the City's Design Build Management Team process through Renew Moline.
- B. Developer agrees to complete the following project elements in accordance with the Development Timetable attached hereto and incorporated herein by reference as Exhibit B:
- i. Purchase of the building at 1522 River Drive identified as parcel number 08-5437-1;
 - ii. Rehabilitation of 1524-1534 River Drive into 12 apartments on the second and third floors, and rehabilitation of 1522 River Drive into a commercial space on the first floor and either 2 apartments or commercial use on the second floor;
 - iii. Rehabilitation of 1529 3rd Avenue A into 8 apartments units on the second and third floors.
 - iv. Lease a minimum of 40 parking spaces from the City in the future when a parking structure is completed on adjacent property. (See paragraph I-C of this Agreement.)
- C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Code Compliance Manager or Building Official and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the City Code Compliance Manager or Building Official and Fire Chief.
- D. Assessed Valuation. Developer agrees not to appeal the annual assessed valuation of the Property as determined by the Moline

Township Assessor until the expiration of this TIF district, provided that any such assessment is consistent with that of comparable properties within the City's Tax Increment Financing District #1.

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

A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual project cost incurred, which have been independently verified by a third party mutually agreed to by City and Developer, at Developer's expense. Failure to provide an independently verified accounting of project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs I. A and I. B, preceding, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

IV. WARRANTIES OF THE CITY.

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

V. WARRANTIES OF THE DEVELOPER.

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

B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such

enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

VI. DEVELOPER'S INDEMNIFICATION.

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) 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 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, 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 negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this 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.

VII. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between the Developer and the City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the parties hereto or a memorandum thereof

and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded 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 Five Million and No/100 Dollars (\$5,000,000.00). 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.

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

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

B. If the Developer materially fails to fulfill its obligations under this 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 Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section 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 Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

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

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 Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation

contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including 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: KJMC Properties, L.L.C.
Attn: Christopher R. Townsend,
Manager and Member
2950 Mc Clellan Boulevard
Davenport, IA 52803

TO DEVELOPER: Aaron Klosterman, Manager
2950 Diamond Mill Circle
Coralville, Iowa 52241

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 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 Agreement.

XVI. APPLICABLE LAW.

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

XVII. SEVERABILITY.

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

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

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

XIX. ASSURANCE OF FURTHER ACTION.

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

XX. DELAYED EXECUTION.

After this 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 Agreement, and this 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 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. 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, 2021 and (ii) the final net incremental annual real estate property tax payment generated under the TIF Ordinances for TIF eligible Project costs have been received by Developer.

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

THE CITY OF MOLINE, ILLINOIS

KJMC Properties, L.L.C.

DATED: _____

DATED: April 17, 2014

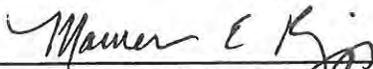
By: _____
Scott Raes, Mayor

By: 
Christopher R. Townsend

By: 
Aaron Klosterman

Attest: _____
Tracy Koranda, City Clerk

Approved as to form:


Maureen E. Riggs, City Attorney

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

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.

NOTARY PUBLIC

STATE OF Illinois)
)
COUNTY OF Rock Island) SS:

On this 17th day of April, 2014, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Christopher R. Townsend** and **Aaron Klosterman** to me personally known, who being by me duly sworn (or affirmed) did say that they are the Managers of **KJMC Properties, L.L.C.**, and that said instrument was signed on behalf of the Corporation; **Christopher R. Townsend** and **Aaron Klosterman** acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.

Robert H. Alvine
NOTARY PUBLIC

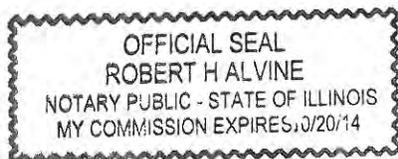


EXHIBIT A
LEGAL DESCRIPTIONS

Tract I: [1524-1534 River Drive, Moline, Illinois] The North Ninety-Five (95) feet of Lot One (1) and the North Ninety-Five (95) feet of the East One Quarter (E 1/4) of Lot Two (2) in Block Number Eighteen (18) in the Old or Original Town of Moline, situated in the City of Moline, in the County of Rock Island and State of Illinois. Moline Township Tax Parcel: 5435.

Tract II: [1529 -3rd Avenue A, Moline, Illinois] The West Half (W 1/2) of the East Half (E 1/2) of Lot Number Two (2) in Block Number Eighteen (18) in that part of the City of Moline known as and called the Old or Original Town of Moline, excepting the North 87.1 feet of said premises; situated in the County of Rock Island and the State of Illinois.

Also

The South Fifty-Five (55) feet of Lot Number One (1) and the South Fifty-Five (55) feet of the East Quarter of Lot Number Two (2), all in Block Number Eighteen (18), in that part of the City of Moline, known as and called the Old or Original Town of Moline, situated in Rock Island County, Illinois. Moline Township Tax Parcel: 5436.

Tract III: [1522 River Drive, Moline, Illinois] The North 87.1 feet of the West Half (W 1/2) of the East Half (E 1/2) of Lot Number Two (2) in Block Number Eighteen (18) in that part of the City of Moline, known as and called the Old or Original Town of Moline, situated in the County of Rock Island, State of Illinois. Moline Township Tax Parcel: 5437-1.

EXHIBIT B

DEVELOPMENT TIMETABLE

Close on 1522 River Drive property	4-15-2014
Begin Construction on 1522 River Drive, and 1524-1534 River Drive	Upon approval of Development Agreement by City Council
Start Lease Up of Phase I	11-1-2014
Begin Construction on 1529 3 rd Avenue A	Not later than 6 months after Phase I is fully leased
Start Lease Up of Phase II	6 months after commencement of Phase II construction

EXHIBIT C
TIF ELIGIBLE EXPENSES

Expenses as Permitted Pursuant to Section 5/11-74.4-3(q) of the Act:

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

EXHIBIT D
ILLUSTRATIVE EXAMPLE OF REBATE

Skinner Block		ESTIMATED INCREMENT WORKSHEET		3/31/2014					
Total Project Cost	\$ 3,600,000	\$ 2,725,000	Improvements						
EAV Estimate at Completion	\$ 2,550,862	Fair Market Value (85% of project cost+existing EAV)							
	\$ 540,000	Rebate Amount (15% of Total Project Cost)							

ID #	Address	Total Fair Market Value (FMV)	EAV (2013)	"base" EAV (1986)	New EAV	*Project Increment	2013 Tax Rate 9.0085	Developmental Increment
1	5435 1524-1534 River Dr	\$1,725,000	\$ 130,372	\$ 20,986	\$ 575,000	\$ 444,628	9.0085	\$ 40,000
2	5436 1529 3rd Avenu A	\$1,188,750	\$ 193,335	\$ 67,380	\$ 396,250	\$ 202,915	9.0085	\$ 18,200
3	5437-1 1522 River Dr	\$277,500	\$ 47,155	\$ 22,642	\$ 92,500	\$ 45,345	9.0085	\$ 4,000
		\$ 2,550,862	\$ 370,862	\$ 111,008	\$ 1,063,750	\$ 692,888		\$ 62,400

REBATE ESTIMATE WITH REVISED SCHEDULE

No. Of Yrs.	Assmt Yr	Payable Yr	Net Prop. Tax Incre.	Prop. Tax Rebate	% Dev'r. PTX Rebate
1	2014	2015	\$7,356.54	\$7,356.54	100%
2	2015	2016	\$44,139.22	\$44,139.22	100%
3	2016	2017	\$63,301.60	\$63,301.60	100%
4	2017	2018	\$64,567.63	\$64,567.63	100%
5	2018	2019	\$65,858.98	\$65,858.98	100%
6	2019	2020	\$67,176.16	\$67,176.16	100%
7	2020	2021	\$68,519.69	\$68,519.69	100%
8	2021	2022	\$69,890.08	\$69,890.08	100%
Total			\$450,809.90	\$450,809.90	

2014 Rebate

Assumption that there will be 2 months on the assessment for 2014

5435 1524-1534 River Dr	\$1,725,000	\$ 130,372	\$ 20,986	\$ 575,000	\$ 444,628	9.0085	\$ 6,675.00
5437-1 1522 River Dr	\$277,500	\$ 47,155	\$ 22,642	\$ 92,500	\$ 45,345	9.0085	\$ 680.00
							\$ 7,355.00

DOWNTOWN MOLINE PARKING

ON-STREET PARKING

On-Street Parking:
Follow Signage
Limitations



PARKING LOT PARKING

- Free Parking 24 Hour
- Free Parking 3 Hour
- Free Parking 1 Hour
- Discounted Leased Parking
- Leased Parking

All lots enforced Monday - Friday 8 - 5 PM
Free public parking in all City owned lots
after 5 PM and weekends.
(Excluding special events).
For more info, visit www.moline.il.us



Council Bill/Ordinance No.: 4015-2014

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Young Life 5K Race to be held on Saturday, May 17, 2014.

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

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

Saturday, May 17, 2014, from 7:00 a.m. until 11:00 a.m.

All lanes of Old River Drive from the westernmost entrance of the 55th Street Boat Ramp parking lot to the southernmost side of River Drive

All lanes of River Drive from the easternmost side of Old River Drive to the easternmost side of the Celebration Belle parking lot.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney