



MOLINE CITY COUNCIL AGENDA

Tuesday, December 2, 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

Invocation – Alderman Schoonmaker

Roll Call

Public Hearing – 6:45 P.M.

Public Hearing for Proposed 2015 Budget

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
[REDACTED]		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

Approval of Minutes

Committee of the Whole and City Council Meeting Minutes of November 18, 2014.

Second Reading Ordinances

1. Council Bill/General Ordinance 3027-2014

An Ordinance levying and assessing taxes for the City of Moline, Illinois, for the tax levy year 2014 collectible 2015 and enacting an ordinance relating to the same subject matter.

Explanation: Annually the City of Moline levies a tax on all real property within the City. It is collectible the following year and utilized as a revenue source for the budget. The 2014 Tax Levy is \$14,684,000. No public hearing required as the levy is less than 105% of the previous year.

Fiscal Impact: The levy must be passed and filed with the County Clerk in order to extend property taxes for the municipal portion of the property tax bill and will fund a portion of the 2015 budget.

Public Notice/Recording: Record with County Clerk.

2. Council Bill/General Ordinance 3028-2014

An Ordinance levying a special AD VALOREM TAX within the City of Moline, Illinois, Special Service Area #5 of the City of Moline, Illinois, for the tax levy year 2014 collectible 2015 and enacting an ordinance relating to the same subject matter.

Explanation: On November 15, 2005 the City Council adopted Ordinance No. 4068-2005 establishing a Special Service Area. As provided by the Special Service Area Act, the services are to be provided through a levy of an annual property tax. For 2014, a levy of \$145,335.00 is required to fund the 2015 budget.

Fiscal Impact: Special services provided will be paid by the property owners within the established Special Service Area #5.

Public Notice/Recording: This ordinance must be filed with the County Clerk by the last Tuesday in December.

3. Council Bill/General Ordinance 3029-2014

An Ordinance levying a special AD VALOREM TAX within the City of Moline, Illinois, Special Service Area #6 of the City of Moline, Illinois, for the tax levy year 2014 collectible 2015 and enacting an ordinance relating to the same subject matter.

Explanation: On July 15, 2008 the City Council adopted Ordinance No. 4034-2008 establishing Special Service Area #6. As provided by the Special Service Area Act, the services are to be provided through a levy of an annual property tax. For 2014, a levy of \$257,225.00 is required to fund the 2015 budget.

Fiscal Impact: Special services provided will be paid by the property owners within the established Special Service Area #6.

Public Notice/Recording: This ordinance must be filed with the County Clerk by the last Tuesday in December.

4. Council Bill/General Ordinance 3030-2014

A Ordinance amending Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 7 thereof, "ONE-WAY STREETS," by deleting a westbound alley, north of Fifth Avenue, between Sixteenth and Seventeenth Streets and adding in lieu thereof an eastbound alley, between Fourth and Fifth Avenues, from Sixteenth to Seventeenth Street.

Explanation: Traffic Engineering Committee reviewed request and recommends approval.

Fiscal Impact: N/A

Public Notice/Recording: Pamphlet Publication

5. Council Bill/Special Ordinance 4050-2014

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 Reindeer Ramble 5K scheduled for Sunday, December 7, 2014.

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

Fiscal Impact: N/A

Public Notice/Recording: N/A

Resolutions

6. Council Bill/Resolution 1162-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Valley Construction Company for Project No. 1216, Water Main at 515 Valley View Drive, in the amount of \$32,888.00.

Explanation: Bids were solicited with Valley Construction Company submitting the lowest responsible and responsive bid. Project No. 1216 includes the relocation of a section of existing water main that has been exposed to ravine erosion.

Fiscal Impact: Funds are available in account No. 310-1716-434.08-45

Public Notice/Recording: N/A

7. Council Bill/Resolution 1163-2015

A Resolution authorizing approval of a Reconciliation Change Order with Valley Construction Company for Project No. 1176, 5th Avenue, 11th – 14th Streets, in the amount of \$41,335.09.

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$41,335.09. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed. The change order increases the original contract value of \$1,437,749.80 by 2.9% to \$1,479,084.89.

Fiscal Impact: Funds are budgeted and available

Public Notice/Recording: N/A

8. Council Bill/Resolution 1164-2015

A Resolution authorizing the Mayor and City Clerk to execute a First Addendum to the Mutual Aid Box Alarm System (“MABAS”) Agreement.

Explanation: Pursuant to General Ordinance No. 2002-10-03, adopted October 8, 2002, the City Council authorized the Mayor and City Clerk to execute a Mutual Aid Box Alarm System (“MABAS”) Agreement and approve the bylaws within the Agreement. The City is a MABAS member unit under said Agreement. An addendum to the Agreement and its execution is necessary to ensure that MABAS member units are compliant with FEMA Policy and reimbursements, specifically, FEMA Recovery Policy (RP9523.6). The addendum will amend Section Five, “Compensation for Aid,” of the Agreement to provide for reimbursements associated with mutual aid assistance to significant events as described within the Agreement; reimbursements for daily mutual aid assistance will continue at no charge. Approval of this resolution will authorize the City’s execution of the First Addendum and additionally document that General Ordinance No. 2002-10-03 authorizing execution of the MABAS Agreement was erroneously drafted and approved as an ordinance in lieu of a resolution. That error does not affect the validity of said ordinance or the Agreement.

Fiscal Impact: N/A

Public Notice/Recording: N/A

9. Council Bill/Resolution 1165-2015

A Resolution considering all Rules and Regulations adopted by the Board of Fire and Police Commissioners (Board) concerning “Chapter VI – Examinations for Original Appointment – Fire;” and approving same as an exercise of the City’s Home Rule Powers.

Explanation: The Board of Fire and Police Commissioners (Board) approved changes to its Rules and Regulations at its November 4, 2014 meeting. Said changes bring the Board and the City in compliance with State statute and allow for greater flexibility in the administration of the physical ability test for Firefighter/Paramedic candidates. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: Newspaper Publication

10. Council Bill/Resolution 1166-2015

A Resolution authorizing the Mayor to execute a Law Enforcement Mutual Aid Agreement setting forth the terms for the provision of law enforcement assistance to participating agencies in the event of an emergency or disaster situation.

Explanation: The City of Moline has participated in a law enforcement mutual aid agreement through the Illinois Law Enforcement Alarm System (ILEAS) since December 2002. ILEAS is a consortium of over 900 local law enforcement public agencies that was formed to create a statewide law enforcement mutual aid organization. ILEAS has requested that all participating agencies execute an updated agreement.

Fiscal Impact: N/A

Public Notice/Recording: N/A

Omnibus Vote

Non-Consent Agenda

Resolutions

OMNIBUS VOTE		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
██████		
Zelnio		
Turner		
Mayor Raes		

11. Council Bill/Resolution 1167-2015

A Resolution authorizing the Mayor and City Clerk to execute a Memorandum of Understanding between the City of Moline (hereinafter “City”) and the Moline Community Development Corporation (hereinafter “MCDC”) setting forth the terms for submitting a joint application for the Blight Reduction Program through the Illinois Housing Development Authority and administering the Blight Reduction Program if funds are awarded; and authorizing the City and staff to do all things necessary to apply for the Blight Reduction Program through the Illinois Housing Development Authority to decrease preventable foreclosure and stabilize neighborhoods by targeting blighted, vacant residential properties for demolition, greening and eventual reuse or redevelopment.

Explanation: The City is seeking to submit an application to the Illinois Housing Development Authority (hereinafter “IHDA”) to participate in the Blight Reduction Program (hereinafter “BRP”), which was created by the IHDA in 2014 under the Hardest Hit Fund Program funded through the Troubled Asset Relief Program (“TARP”), a U.S. Treasury managed resource dedicated to foreclosure prevention and neighborhood stabilization. Under the terms of the BRP, the applicant must be an Illinois unit of local government. The BRP requires the City to partner with a not-for-profit agency. MCDC is an Illinois not-for-profit agency with experience in housing and development. The City and MCDC desire to partner for the BRP to work to decrease preventable foreclosures and stabilize neighborhoods, and to target blighted, vacant, residential properties in specific communities (“BRP Target Area”) for demolition, greening, and eventual reuse, repurpose and/or redevelopment. The BRP requires that the parties enter into an agreement, acceptable to both, delineating each party’s role in the program to ensure that any BRP funds are used effectively to reduce foreclosures, reduce blight, stimulate revitalization efforts and promote both parties interests. The parties seek to enter into this Memorandum of Understanding to delineate each party’s role in the BRP, if awarded such funds.

1167		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Zelnio		
Turner		
Mayor Raes		

Fiscal Impact: N/A

Public Notice/Recording: N/A

First Reading Ordinances

12. Council Bill/General Ordinance 3031-2014

An Ordinance making Appropriations for Corporate Purposes for the Fiscal Year beginning January 1, 2015 and ending December 31, 2015.

Explanation: This is the annual Appropriation Ordinance which is required to be passed by State Statute. This Ordinance allows the City to expend funds during the fiscal year 2015.

Fiscal Impact: This Ordinance is necessary as an authorization granted by the City Council to make expenditures and to incur obligations during the fiscal year 2015.

Public Notice/Recording: Public Notice/File with the County Clerk

13. Council Bill/Special Ordinance 4051-2014

A Special Ordinance authorizing the Mayor and City Clerk to execute an extension of a lease agreement with Café Du Monde, L.L.C., dba Dewey’s Copper Café, permitting a portion of the Moline Public Library at 3210 41st Street, to be utilized as a coffee shop.

Explanation: The City, by and through the Library Board of Directors, has previously entered into a lease agreement with the owners of Café Du Monde, L.L.C., dba Dewey’s Copper Café permitting a portion of the library facility at 3210 41st Street to be utilized as a coffee shop. Both parties would like to extend and renew this lease for a one-year period, through 2015. The rent that the City collects will continue to be in the amount of \$500.00 per month. The Library Board has approved the terms of this lease.

Fiscal Impact: \$500.00 per month rent payment

Public Notice/Recording: N/A

14. Council Bill/Special Ordinance 4052-2014

A Special Ordinance authorizing the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and Liongazelle Properties, LLC, to be known as “Hoa-Lan Redevelopment.”

Explanation: The City of Moline wishes to execute a performance-based Development Agreement with LionGazelle Properties, LLC in order to facilitate the redevelopment of the property located at 1611 5th Avenue, to be known as Hoa-Lan Redevelopment. The Project Management Team (PMT) recommended that the project be submitted to City Council and no Design Build Management Team (DBMT) was necessary.

Fiscal Impact: N/A

Public Notice/Recording: N/A

Miscellaneous Business (if necessary)

Public Comment

Members of the Public are permitted to speak after coming to the podium and stating their name.

Executive Session (if necessary)

AN ORDINANCE

LEVYING and assessing taxes for the City of Moline, Illinois, for the tax levy year 2014 collectible in the year 2015 and enacting an ordinance relating to the same subject matter.

WHEREAS, the City of Moline levies an annual tax on all real property located within the City to be collected the following year and utilized as a revenue source for the City's budget; and

WHEREAS, this ordinance sets forth the City's tax levy for 2014, collectible in 2015.

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

Section 1 – That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Fourteen Million, Six Hundred Eighty Four Thousand Dollars and no cents (\$14,684,000).

Section 2 – That this Council hereby determines that the amount of money estimated to be necessary to be raised by taxation upon the taxable property within the City of Moline, Illinois, for general corporate and special municipal purposes is \$14,684,000, and the levy for general corporate fund purposes and levies for separate special fund purposes are set forth and designated as follows:

Police Pension Fund	\$3,542,595
Fire Pension Fund	\$3,488,751
Illinois Municipal Retirement Fund	\$1,667,785
Social Security Fund	\$ 701,994
Park Fund	\$2,612,265
Library Fund	\$2,670,610
Total Tax Levy	\$14,684,000

Section 3 – That the estimated amount determined to be necessary to be levied in Section 1 above is one hundred percent (100%) of the amount of property taxes extended upon the tax levy of the preceding year.

Section 4 – That the total amount of Fourteen Million, Six Hundred Eighty Four Thousand Dollars and no cents (\$14,684,000) ascertained above be and is hereby levied and assessed on all property subject to taxation within the City of Moline, Illinois, according to the value of said property as assessed and equalized for State and County purposes for the current fiscal year.

Section 5 – That this levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code, 65 ILCS 5/8-3-1 et seq., and Chapter 2, Sec. 2-2304 of the Moline Code

of Ordinances; provided, however, that any tax rate limitation of substantive limitation as to tax levies in the Illinois Municipal Code in conflict with this ordinance shall not be applicable to the ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.

Section 6 – That the City’s Finance Director is hereby directed to file with the Rock Island County Clerk on or before the time required by law a certified copy of this ordinance duly certified by the Moline City Clerk.

Section 7 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3028-2014
Sponsor: _____

AN ORDINANCE

LEVYING a Special AD VALOREM TAX within the City of Moline, Illinois, Special Service Area #5, of the City of Moline, Illinois.

WHEREAS, on November 15, 2005, the City Council adopted Special Ordinance No. 4068-2005 establishing Special Service Area #5 (Bass Street Landing); and

WHEREAS, as provided by the Special Service Area Act, the services for a Special Service Area are to be provided through a levy of an annual property tax not to exceed the amount necessary to produce a maximum annual tax of \$250,000; and

WHEREAS, for 2014, a levy of \$145,335 is required to fund the City's fiscal year 2015 budget.

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

Section 1 – Findings. That the City Council of the City of Moline, Illinois (the “City”), finds and declares as follows:

(a) Pursuant to the provisions of the 1970 Constitution of the State of Illinois (the “Constitution”), the City of Moline, Illinois, is authorized to create special service areas in and for the City.

(b) Special Service Areas are established by home rule units pursuant to Section 6(1) of Article VII of the Constitution, which provides:

“The General Assembly may not deny or limit the power of home Rule units...(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services; and, are established pursuant to the provision of the Special Service Area Tax Law of the State of Illinois, 35 ILCS 200/27-5 et seq., as amended (the “Law”), and pursuant to the Property Tax Code of the State of Illinois, 35 ILCS 200/1-1, as amended.”

(c) At its regular meeting on November 15, 2005, the City Council adopted Special Ordinance No. 4068-2005 establishing Special Service Area #5.

(d) The Special Service Area #5 will benefit from the municipal services to be provided including, without limitation: engineering, soil testing and appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots,

sidewalks, bike paths and related street improvements; and, equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, cul-de-sac creation and maintenance, public right-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, provision of amenities, (collectively, the "Services).

(e) As provided in the Special Service Area Act, the Services are to be provided through the levy of a direct annual ad valorem tax (the "Taxes") upon all taxable property within the territory, the maximum of such taxes to be extended in any year for special services within the proposed special service area shall not exceed the amount necessary to produce a maximum annual tax levy of \$250,000.

(f) The establishment of the Special Service Area #5 in the City for the purpose of providing the Services within the Territory, and the levy of the Taxes for the purposes described in subsection (d) was considered at a public hearing held on December 6, 2005, by the City Council of the City.

(g) Notice of the hearing was given by publication on November 20, 2005, not less than 15 days prior to the public hearing in the Dispatch, a newspaper qualified to carry legal notices, published in the City of Moline, Illinois, and having a general circulation within the City.

(h) Mailed notice of the hearing was given by depositing the notice in the United States first class mail, postage prepaid, not less than 10 days prior to the time set for the hearing addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Territory; and, in those cases where taxes for the last preceding year were not paid, the notice was sent to the person or persons last listed on the tax rolls prior to that year as the owner or owners of the property.

(i) The hearing notice complied with all of the applicable requirements of the Special Service Area Act.

(j) No petition objecting to the establishment of the Special Service Area #5 or the levying of the Taxes, signed by at least 51% of the electors residing within the Territory and by at least 51% of the owners of record of the land included within the boundaries of the Territory, was filed with the City Clerk during the Petition Period.

(k) The City has satisfied all of the requirements of the Special Service Area Act that are conditions to the establishment of the Special Service Area #5 and the levy of the Taxes.

Section 2 – Levy of Tax. That for the purpose of providing the Services within the Special Service Area #5 during the fiscal year of the City ending on December 31, 2015, pursuant to the Special Service Area Act, there is levied a special ad valorem tax (the “Tax”) against all of the taxable property in the Special Service Area #5 subject to taxation for the fiscal year ending on December 31, 2014, necessary to produce the sum of \$145,335. The Tax shall be in addition to all other taxes provided by law and shall be extended in the manner provided by the Property Tax Code, 35 ILCS 200/1-1 et seq.

Section 3 – Filing for Record with County Clerk; Deadline for Filing. That as required by Section 27-75 of the Special Service Area Act, the Finance Director is directed to file for record a certified copy of this Ordinance with the County Clerk of the County of Rock Island, Illinois, promptly following its adoption and approval and in any case not later than the last Tuesday of December, 2014.

Section 4 – Ratification of Proceedings. That the City Council ratifies, confirms and approves (i) the public notice of the public hearings that were given by publication and by mail as described in Section 1 of this Ordinance, and (ii) all proceedings in connection with the establishment of Special Service Area #5 and the levy of the Taxes.

Section 5 – Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision will not affect any of the other provisions of this Ordinance.

Section 6 – Supersede and Effective Date. All ordinances, resolutions and orders, or parts of ordinances, resolutions and orders, in conflict with this Ordinance are repealed and this Ordinance shall be in full force and effect from and after its adoption and approval as provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3029-2014
Sponsor: _____

AN ORDINANCE

LEVYING A Special AD VALOREM TAX within the City of Moline, Illinois, Special Service Area #6, of the City of Moline, Illinois.

WHEREAS, on July 15, 2008, the City Council adopted Special Ordinance No. 4034-2008 establishing Special Service Area #6; and

WHEREAS, as provided by the Special Service Area Act, the services for a Special Service Area are to be provided through a levy of an annual property tax; and

WHEREAS, for 2014, a levy of \$257,225 is required to fund the City's fiscal year 2015 budget.

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

Section 1 – Findings. That the City Council of the City of Moline, Illinois (the “City”), finds and declares as follows:

(a) Pursuant to the provisions of the 1970 Constitution of the State of Illinois (the “Constitution”), the City of Moline, Illinois, is authorized to create special service areas in and for the City.

(b) Special Service Areas are established by home rule units pursuant to Section 6(1) of Article VII of the Constitution, which provides:

“The General Assembly may not deny or limit the power of home Rule units...(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services; and, are established pursuant to the provision of the Special Service Area Tax Law of the State of Illinois, 35 ILCS 200/27-5 et seq., as amended (the “Law”), and pursuant to the Property Tax Code of the State of Illinois, 35 ILCS 200/1-1, as amended.”

(c) At its regular meeting on July 15, 2008, the City Council adopted Special Ordinance No. 4034-2008 establishing a Special Service Area #6.

(d) The Special Service Area #6 will benefit from the municipal services to be provided including, without limitation: engineering, soil testing and appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots,

sidewalks, bike paths and related street improvements; and, equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, cul-de-sac creation and maintenance, public right-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, provision of amenities, (collectively, the "Services).

(e) As provided in the Special Service Area Act, the Services are to be provided through the levy of a direct annual ad valorem tax (the "Taxes") upon all taxable property within the territory.

(f) The establishment of the Special Service Area #6 in the City for the purpose of providing the Services within the Territory, and the levy of the Taxes for the purposes described in subsection (d) was considered at a public hearing held on April 15, 2008, by the City Council of the City.

(g) Notice of the hearing was given by publication on March 30, 2008, not less than 15 days prior to the public hearing in the Dispatch, a newspaper qualified to carry legal notices, published in the City of Moline, Illinois, and having a general circulation within the City.

(h) Mailed notice of the hearing was given by depositing the notice in the United States first class mail, postage prepaid, not less than 10 days prior to the time set for the hearing addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Territory; and, in those cases where taxes for the last preceding year were not paid, the notice was sent to the person or persons last listed on the tax rolls prior to that year as the owner or owners of the property.

(i) The hearing notice complied with all of the applicable requirements of the Special Service Area Act.

(j) No petition objecting to the establishment of the Special Service Area #6 or the levying of the Taxes, signed by at least 51% of the electors residing within the Territory and by at least 51% of the owners of record of the land included within the boundaries of the Territory, was filed with the City Clerk during the Petition Period.

(k) The City has satisfied all of the requirements of the Special Service Area Act that are conditions to the establishment of the Special Service Area #6 and the levy of the Taxes.

Section 2 – Levy of Tax. That for the purpose of providing the Services within Special Service Area #6 during the fiscal year of the City ending on December 31, 2015, pursuant to the Special Service Area Act, there is levied a special ad valorem tax (the "Tax") against all of the taxable property in Special Service Area #6 subject to taxation

for the fiscal year ending on December 31, 2014, necessary to produce the sum of \$257,225. The Tax shall be in addition to all other taxes provided by law and shall be extended in the manner provided by the Property Tax Code, 35 ILCS 200/1-1 et seq.

Section 3 – **Filing for Record with County Clerk; Deadline for Filing.** That as required by Section 27-75 of the Special Service Area Act, the Finance Director is directed to file for record a certified copy of this Ordinance with the County Clerk of the County of Rock Island, Illinois, promptly following its adoption and approval and in any case not later than the last Tuesday of December, 2014.

Section 4 – **Ratification of Proceedings.** That the City Council ratifies, confirms and approves (i) the public notice of the public hearing that was given by publication and by mail as described in Section 1 of this Ordinance, and (ii) all proceedings in connection with the establishment of Special Service Area #6 and the levy of the Taxes.

Section 5 – **Severability.** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision will not affect any of the other provisions of this Ordinance.

Section 6 – **Supersede and Effective Date.** All ordinances, resolutions and orders, or parts of ordinances, resolutions and orders, in conflict with this Ordinance are repealed and this Ordinance shall be in full force and effect from and after its adoption and approval as provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3030-2014

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 7 thereof, "ONE-WAY STREETS," by deleting a westbound alley, north of Fifth Avenue, between Sixteenth and Seventeenth Streets and adding in lieu thereof an eastbound alley, between Fourth and Fifth Avenues, from Sixteenth to Seventeenth Street.

WHEREAS, a request for a one-way street was received and reviewed by the Traffic Committee on November 4, 2014; and

WHEREAS, City staff recommends approval of said request.

NOW THEREFORE, 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 7 thereof, "ONE-WAY STREETS," is hereby amended to include the following Street where it shall be unlawful for any vehicle to not yield right-of-way and give preference to the designated thoroughfare when appropriate signs are posted:

"An eastbound alley, between Fourth and Fifth Avenues, from Sixteenth Street to Seventeenth 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 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/Ordinance No.: 4050-2014

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 Reindeer Ramble 5K scheduled for Sunday, December 7, 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, December 7, 2014, from 8:00 a.m. to 10:00 a.m.

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

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1162-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Valley Construction Company for Project No. 1216, Water Main at 515 Valley View Drive, in the amount of \$32,888.00.

WHEREAS, bids were publicly read on November 4, 2014; and

WHEREAS, bids were solicited with Valley Construction 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 are hereby authorized to execute a contract with Valley Construction Company for Project No. 1216, Water Main at 515 Valley View Drive, in the amount of \$32,888.00; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

December 2, 2014
Date

Passed: December 2, 2014

Approved: December 9, 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 **VALLEY CONSTRUCTION COMPANY** of **3610 78TH AVENUE WEST, ROCK ISLAND, IL 61201**, 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 **THIRTY TWO THOUSAND EIGHT HUNDRED EIGHTY EIGHT AND NO/100 (\$32,888.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1216, WATER MAIN AT 515 VALLEY VIEW DRIVE** 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 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/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 **THIRTY TWO THOUSAND EIGHT**

HUNDRED EIGHTY EIGHT AND NO/100 (\$32,888.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

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

Project: 1216 - Water Main at 515 Valley View Drive

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Valley Construction Company		Miller Trucking & Excavating		UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	Seeding, CI 3	1	L. SUM	\$2,300.00	\$2,300.00	\$4,000.00	\$4,000.00		\$0.00
2	Tree Removal	1	L. SUM	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00		\$0.00
3	Check Dam	1	EACH	\$1,900.00	\$1,900.00	\$550.00	\$550.00		\$0.00
4	Water Main, D.I.P., CL 350, 8"	30	L.F.	\$422.00	\$12,660.00	\$350.00	\$10,500.00		\$0.00
5	45 Bend, D.I., M.J., 8"	4	EACH	\$380.00	\$1,520.00	\$800.00	\$3,200.00		\$0.00
6	Manhole to be Adjusted	1	EACH	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00		\$0.00
7	Storm Sewer Removal, 15" CMP	8	L.F.	\$76.00	\$608.00	\$20.00	\$160.00		\$0.00
8	Metal End Section, 15"	1	EACH	\$400.00	\$400.00	\$155.00	\$155.00		\$0.00
9	Stone Dumped Rip Rap, Special	30	TONS	\$150.00	\$4,500.00	\$85.00	\$2,550.00		\$0.00
10	Traffic Control Complete	1	L.SUM	\$2,900.00	\$2,900.00	\$7,000.00	\$7,000.00		\$0.00
	TOTAL				\$32,888.00		\$34,315.00		\$0.00

Council Bill/Resolution No. 1163-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Reconciliation Change Order with Valley Construction Company for Project No. 1176, 5th Avenue, 11th – 14th Streets, in the amount of \$41,335.09.

WHEREAS, in order to make final payment to the contractor and close out this contract, a Reconciliation Change Order is needed in the amount of \$41,335.09; and

WHEREAS, said change order reflects the difference between the estimated bid quantities and final quantities actually constructed; and

WHEREAS, said change order increases the original contract value of \$1,437,749.80 by 2.9% to \$1,479,084.89.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Reconciliation Change Order with Valley Construction Company for Project No. 1176, 5th Avenue, 11th – 14th Streets, in the amount of \$41,335.09; provided, however, that said change order is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

December 2, 2014

Date

Passed: December 2, 2014

Approved: December 9, 2014

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1176

Description:

5th Avenue 11th to 14th Street

Contractor : Valley Construction

Date : 17-Oct-14

Change Order No. : 1 & Final

Sheet 1 of 1

WORK DAYS		CONTRACT	
Contract	100	Original Contract	\$1,437,749.80
Changes	0	Changes To-Date	\$41,335.09
Adjusted		Adjusted Contract	\$1,479,084.89
			% Change 2.87%

Item	Description	Quantity	Unit	Price	Addition	Deduction
	CIP					
1	TREE REMOVAL	0.00	UNIT	\$35.00		
2	STUMP REMOVAL	0.00	EACH	\$160.00		
6	GEOTECH FABRIC FOR GND STABILIZATION	-596.40	SY	\$1.10		(\$656.04)
7	SEEDING, CL 1 COMPLETE	228.90	SY	\$6.00	\$1,373.40	
8	LANDSCAPE MULCH	-45.20	SY	\$5.00		(\$226.00)
9	4' CONCRETE STEP	8.00	EACH	\$650.00	\$5,200.00	
10	TREE-JAPANESE LILAC	0.00	EACH	\$200.00		
11	TREE-REGAL ELM	0.00	EACH	\$200.00		
12	SHRUB-GOLD MOUND JAPANESE SPIREA	0.00	EACH	\$40.00		
13	SHRUB-NEON FLASHING JAPANESE SPIREA	0.00	EACH	\$40.00		
14	PERENNIAL-FOUNTAIN GRASS	0.00	EACH	\$30.00		
15	PERENNIAL-KARL FORESTER	0.00	EACH	\$35.00		
16	PERENNIAL-HAPPY RETURNS	0.00	EACH	\$40.00		
17	TEMP EROSION CONTROL & SEDIMENT CONTROL	-1.00	LS	\$2,500.00		(\$2,500.00)
19	AGGREGATE BASE COURSE, Ty C, 6"	153.50	SY	\$10.00	\$1,535.00	
20	PCC PAVEMENT, 8" W/INTEGRAL CURB	206.00	SY	\$52.50	\$10,815.00	
21	PCC PAVEMENT, TEXTURED, COLORED, 8"	7.80	SY	\$149.95	\$1,169.61	
22	DRIVEWAY PAVEMENT REMOVAL	67.20	SY	\$10.00	\$672.00	
23	PCC DRIVEWAY PAVEMENT	24.50	SY	\$63.90	\$1,565.55	
24	SIDEWALK REMOVAL	207.40	SF	\$1.00	\$207.40	
25	PCC SIDEWALK, 4"	1393.10	SF	\$5.95	\$8,288.95	
26	PCC SIDEWALK, TEXTURED, COLORED, 4"	-472.50	SF	\$9.50		(\$4,488.75)
27	PCC SIDEWALK, TEXTURED, COLORED, 6" REINFO	-38.30	SF	\$29.50		(\$1,129.85)
28	BUS SHELTER PAD	-10.00	SF	\$15.00		(\$150.00)
29	CAST IRON DETECTABLE WARNINGS	-45.00	SF	\$32.50		(\$1,462.50)
30	B6.12 CURB & GUTTER	-25.10	LF	\$32.50		(\$815.75)
31	ISLAND REMOVAL	-1.10	SF	\$10.00		(\$11.00)
32	PAVEMENT REMOVAL	42.60	SY	\$10.00	\$426.00	
89	MANHOLE TO BE ADJUSTED	1.00	EACH	\$495.00	\$495.00	
95	TRAFFIC CONTROL COMPLETE	0.00	LS	\$10,850.00		
96	PAINT PAVEMENT MARKINGS-LINE 4" YELLOW	87.40	LF	\$1.75	\$152.95	
97	PAINT PAVEMENT MARKINGS-LINE 4" WHITE	62.80	LF	\$1.75	\$109.90	
98	PAINT PAVEMENT MARKINGS-LINE 6" WHITE	-20.20	LF	\$2.25		(\$45.45)
99	PAINT PAVEMENT MARKINGS-LINE 12" WHITE	-29.20	LF	\$2.95		(\$86.14)
100	PAINT PAVEMENT MARKINGS-LINE 24" WHITE	-17.00	LF	\$3.75		(\$63.75)
101	CONDUIT IN TRENCH, 2" DIA. PVC	968.00	LF	\$4.45	\$4,307.60	
102	REMOVE EXISTING HANDHOLE	0.00	EACH	\$150.00		
103	JUNCTION BOX	0.00	EACH	\$525.00		
104	PORTLAND CEMENT CONCRETE HANDHOLE	-1.00	EACH	\$1,395.00		(\$1,395.00)
105	ELECTRIC CABLE IN CONDUIT, 1/C NO. 6	737.00	LF	\$1.20	\$884.40	
106	ELECTRIC CABLE IN CONDUIT, 1/C NO. 8	-90.00	LF	\$0.90		(\$81.00)
107	ELECTRIC CABLE IN CONDUIT, 1/C NO. 10	1924.00	LF	\$0.75	\$1,443.00	
108	3/C #10 UV AND WTHR RESISTANT AERIAL CBL	0.00	LF	\$2.10		
109	CONTROL CABINET	0.00	EACH	\$13,150.00		
110	REMOVE EXISTING LIGHTPOLE	0.00	EACH	\$265.00		
111	LIGHT FIXTURE, TYPE B	0.00	EACH	\$1,175.00		
112	LIGHT FIXTURE, TYPE C	0.00	EACH	\$1,100.00		
113	LIGHT FIXTURE, TYPE D	0.00	EACH	\$355.00		
	WATER					
3	TRENCH BACKFILL - WATER	-246.30	CY	\$19.50		(\$4,802.85)
46	WATER MAIN, DIP, P CL 350, 4"	-2.30	LF	\$89.95		(\$206.89)
47	WATER MAIN, DIP, P CL 350, 6"	71.00	LF	\$102.50	\$7,277.50	
48	WATER MAIN, DIP, P CL 350, 8"	-14.10	LF	\$69.75		(\$983.48)
49	WATER MAIN, DIP, P CL 350, 10"	-3.00	LF	\$76.50		(\$229.50)

50	TEE, DI, MJ, 8" X 8" X 2"	2.00	EACH	\$325.00	\$650.00	
51	TEE, DI, MJ, 8" X 8" X 6"	0.00	EACH	\$370.00		
52	TEE, DI, MJ, 8" X 8" X 8"	0.00	EACH	\$425.00		
53	TEE, DI, MJ, 10" X 10" X 2"	2.00	EACH	\$420.00	\$840.00	
54	TEE, DI, MJ, 10" X 10" X 4"	1.00	EACH	\$470.00	\$470.00	
55	TEE, DI, MJ, 10" X 10" X 6"	1.00	EACH	\$525.00	\$525.00	
56	TEE, DI, MJ, 10" X 10" X 8"	0.00	EACH	\$580.00		
57	45° BEND DI, MJ, 6"	6.00	EACH	\$210.00	\$1,260.00	
58	45° BEND DI, MJ, 8"	0.00	EACH	\$275.00		
59	22.5° BEND DI, MJ, 8"	2.00	EACH	\$270.00	\$540.00	
60	11.25° BEND DI, MJ, 10"	0.00	EACH	\$375.00		
61	REDUCER, DI, MJ, 8" X 6"	0.00	EACH	\$215.00		
62	REDUCER, DI, MJ, 10" X 8"	0.00	EACH	\$295.00		
63	SOLID SLEEVE, 6"	2.00	EACH	\$195.00	\$390.00	
64	SOLID SLEEVE, 8"	0.00	EACH	\$250.00		
65	SOLID SLEEVE, 12"	-1.00	EACH	\$490.00		(\$490.00)
66	CURB STOP AND BOX, 1"	-8.00	EACH	\$340.00		(\$2,720.00)
67	CURB STOP AND BOX, 1.25"	0.00	EACH	\$550.00		
68	CURB STOP AND BOX, 2"	1.00	EACH	\$765.00	\$765.00	
69	VALVE BOX 4"	1.00	EACH	\$620.00	\$620.00	
70	VALVE BOX 6"	3.00	EACH	\$740.00	\$2,220.00	
71	VALVE BOX 8"	0.00	EACH	\$1,050.00		
72	BUTTERFLY VALVE, 10"	0.00	EACH	\$4,175.00		
73	FIRE HYDRANT ASSEMBLY COMPLETE	0.00	EACH	\$4,125.00		
74	CAP, DI, MJ, 8"	0.00	LF	\$165.00		
75	COPPER WATER SERVICE LINE, 1"	-273.90	LF	\$29.50		(\$8,080.05)
76	COPPER WATER SERVICE LINE, 1.25"	-4.10	LF	\$32.75		(\$134.28)
77	COPPER WATER SERVICE LINE, 2"	53.70	LF	\$41.50	\$2,228.55	
78	WATER SERVICE CONNECTION, 1" (CORPORATION)	-9.00	EACH	\$358.50		(\$3,226.50)
79	CORPORATION, 3/4" (FOR TESTING)	0.00	EACH	\$475.00		
80	CORPORATION, 1" (FOR TESTING)	0.00	EACH	\$475.00		
81	FIRE HYDRANTS TO BE REMOVED	1.00	EACH	\$500.00	\$500.00	
87	REMOVE VALVE & BOX	0.00	EACH	\$100.00		
88	REMOVE VALVE & VAULT	0.00	EACH	\$515.00		
114	WATER SERVICE CONNECTION, 1.25" (CORP)	0.00	EACH	\$480.00		
115	WATER SERVICE CONNECTION, 2" (CORP)	1.00	EACH	\$500.00	\$500.00	

WPC						
5	TRENCH BACKFILL- SANITARY	134.00	CY	\$19.50	\$2,613.00	
38	ABANDON & FILL SEWER 8"	-35.00	LF	\$15.00		(\$525.00)
39	SANITARY SEWER SERVICE, 6"	-10.00	LF	\$66.95		(\$669.50)
40	DISCONNECT & PLUG SEWER SERVICE	1.00	EACH	\$1,700.00	\$1,700.00	
41	SANITARY SEWER, DIP, P CL 350, 8"	19.40	LF	\$81.85	\$1,587.89	
42	SANITARY SEWER, DIP, P CL 350, 12"	29.90	LF	\$119.95	\$3,586.51	
43	RECONNECT SERVICE LATERAL W/ 12" X 6" Y	0.00	EACH	\$635.00		
44	RECONNECT SERVICE LATERAL W/ 8" X 6" Y	1.00	EACH	\$395.00	\$395.00	
45	REMOVE SANITARY SEWER, 8"	0.00	LF	\$10.00		
86	MH TY A SANITARY, 4' DIA. W/TY1 F,CLOSED LID	0.00	EACH	\$3,395.00		
90	REMOVE MANHOLE, SANITARY	0.00	EACH	\$300.00		
94	ABANDON & FILL EXISTING CLEANOUT	-1.00	EACH	\$250.00		(\$250.00)
STORM						
4	TRENCH BACKFILL - STORM	24.40	CY	\$19.50	\$475.80	
18	PIPE UNDERDRAIN COMPLETE 4"	-158.00	LF	\$14.85		(\$2,346.30)
33	STORM SEWER, CL 4, TY 1, 12", RCCP	-74.00	LF	\$49.50		(\$3,663.00)
34	STORM SEWER, CL 4, TY 1, 15", RCCP	27.40	LF	\$56.90	\$1,559.06	
35	STORM SEWER, CL 4, TY 1, 18", RCCP	2.90	LF	\$65.95	\$191.26	
36	STORM SEWER, CL 4, TY 1, 24", RCCP	26.00	LF	\$91.75	\$2,385.50	
37	REMOVE STORM SEWER, 12"	0.00	LF	\$15.00		
82	INLET SPECIAL, TY A	0.00	EACH	\$1,295.00		
83	CATCH BASIN SINGLE	0.00	EACH	\$2,240.00		
84	CATCH BASIN DOUBLE	0.00	EACH	\$3,285.00		
85	MH TY A, STORM, 4' DIA. W/TY 1 F, CLOSED LID	-1.00	EACH	\$2,690.00		(\$2,690.00)
91	REMOVE INLET SINGLE	0.00	EACH	\$200.00		
92	REMOVE INLET DOUBLE	0.00	EACH	\$225.00		
93	REMOVE MANHOLE, STORM	-2.00	EACH	\$280.00		(\$560.00)
ADDED ITEMS						
* 116	LIQUIDATED DAMAGES	-1.00	LS	\$1,725.00		(\$1,725.00)
* 117	10" BEND 45°	2.00	EACH	\$420.00	\$840.00	
* 118	6" BEND 90°	2.00	EACH	\$240.00	\$480.00	
* 119	STANDBY TIME WAITING FOR WTR MN SHUTDOWN	1.00	LS	\$1,380.15	\$1,380.15	
* 120	SINGLE INLET ON SE CORNER OF 12TH STREET	1.00	LS	\$1,135.87	\$1,135.87	
* 121	REPAIR SANITARY CONNECTION	1.00	LS	\$1,718.66	\$1,718.66	
* 122	ROOF TIE-IN PIPING FOR 1122 5TH AVENUE	1.00	LS	\$2,218.33	\$2,218.33	
* 123	MODIFY SANITARY MANHOLE	1.00	LS	\$399.15	\$399.15	
* 124	REPAIR ROOF DRAIN FOR CHURCH	1.00	LS	\$751.27	\$751.27	
* 125	RELOCATING FIRE HYDRANT ON 13TH STREET	1.00	LS	\$2,904.95	\$2,904.95	
* 126	RELOCATE TREES	1.00	LS	\$670.63	\$670.63	
* 127	R&R SIDEWALK RAMP AT 11TH STREET	1.00	LS	\$607.17	\$607.17	
* 128	WIRED LIGHTS NORTH OF 5TH AVE ON 13TH ST	1.00	LS	\$1,508.66	\$1,508.66	
* 129	4" BEND 90°	8.00	EACH	\$151.00	\$1,208.00	
* Denotes new item added to contract				Totals		\$87,748.66 (\$46,413.57)
Previous Changes =		Total Changes To-Date = 41335.09		Net Change		\$41,335.09

1-129 Adjustments to final quantity based off of field measurements.

CHANGE ORDER APPROVAL

Contractor:

Danella J.S. Koz

Date:

10/23/14

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a First Addendum to the Mutual Aid Box Alarm System (“MABAS”) Agreement.

WHEREAS, pursuant to General Ordinance No. 2002-10-03, adopted October 8, 2002, the City Council authorized the Mayor and City Clerk to execute a Mutual Aid Box Alarm System (“MABAS”) Agreement and approve the bylaws within the Agreement; and

WHEREAS, execution of the Agreement was further authorized by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the City of Moline is a MABAS member unit under said Agreement; and

WHEREAS, an addendum to the Agreement and its execution is necessary to ensure that MABAS member units are compliant with FEMA Policy and reimbursements, specifically, FEMA Recovery Policy (RP9523.6); and

WHEREAS, the addendum will amend Section Five, “Compensation for Aid,” of the Agreement to provide for reimbursements associated with mutual aid assistance to significant events as described within the Agreement; reimbursements for daily mutual aid assistance will continue at no charge; and

WHEREAS, approval of this resolution will authorize the City’s execution of the First Addendum and additionally document that General Ordinance No. 2002-10-03 authorizing execution of the MABAS Agreement was erroneously drafted and approved as an ordinance in lieu of a resolution; that error does not affect the validity of said ordinance or the Agreement.

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 First Addendum to the Mutual Aid Box Alarm System (“MABAS”) Agreement; provided, however, that said addendum is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

December 2, 2014

Date

Passed: December 2, 2014

Approved: December 9, 2014

Attest: _____

City Clerk

Approved as to Form:

City Attorney



MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois
233 W. Hintz Road
Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

PRESIDENT

Jeffrey Macko, Chief
Cary Fire Protection District
400 Cary-Algonquin Road.
Cary, IL 60013
847-639-2121
chief@caryfire.com

1st VICE PRESIDENT

Terrence Lipinski, Chief
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL. 60090
708-906-9510
lipinski@mabas-il.org

2ND VICE PRESIDENT

Harry Tallacksen, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL. 60090
815-262-4374
tallacksen@mabas-il.org

TREASURER/COMPTROLLER

Paul Maplethorpe, Chief
Greater Round Lake FPD
409 Nippersink Rd.
Round Lake, IL. 60073
847-546-6001
chief@rlfire.org

CHIEF EXECUTIVE OFFICER

James P. Reardon, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
847-727-6331
reardon@mabas-il.org

July 29, 2014

To: MABAS Division Boards
MABAS Staff

From: James P. Reardon, CEO

Ref: MABAS Contract Addendum Action
Completion Date: January 1, 2015

As MABAS membership may recall, a discussion has been ongoing for nearly a year regarding the needed MABAS Contract Addendum and Authorizing Ordinance for all member fire departments and districts to approve. The Addendum matter is required so MABAS member agencies are compliant with FEMA Recovery Policy (RP9523.6) reference reimbursement claims for disaster mobilizations associated with the federal requirements of the Stafford Act.

The attached documents are designed to establish guidelines for reimbursements associated with mutual aid assistance to significant events. The intent is NOT to begin the practice of charging for daily mutual aid assistance. The intent is to assure all MABAS member agencies are compliant with FEMA Policy and reimbursements.

At the July 24, 2014 MABAS Executive Board meeting the final documents were distributed in board packets regarding the MABAS Contract Addendum. Discussion and questions were answered with final direction given. At the request of attendees, the following attachments are provided to assist MABAS member departments and districts in completing the task by January 1, 2015.

The attachments include:

- MABAS Contract Addendum dot point explanation
- Memo dated July 1, 2014 providing instruction and guidance of MABAS Contract Addendum
 - The MABAS Addendum requiring Department/District action by January 1, 2015
 - The Ordinance and Secretary/Clerks Certificate requiring action by January 1, 2015 (Illinois and non-Illinois version included – see footnotes)
- FEMA Recovery Policy RP9523.6 (Nov. 10, 2012)
- MABAS PowerPoint – Contract Addendum February, 2014

Your assistance in completing this very important Addendum matter is appreciated.



MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois
233 W Hintz Road
Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

PRESIDENT

Jeffrey Macko, Chief
Cary Fire Protection District
400 Cary-Algonquin Road
Cary, IL 60013
847-639-2121
chief@caryfire.com

1st VICE PRESIDENT

Terrence Lipinski, Chief
MABAS-Illinois
233 W Hintz Road
Wheeling, IL 60090
708-906-9510
lipinski@mabas-il.org

2nd VICE PRESIDENT

Harry Tallacksen, Chief (RET)
MABAS-Illinois
233 W Hintz Road
Wheeling, IL 60090
815-262-4374
tallacksen@mabas-il.org

TREASURER/COMPTROLLER

Paul Maplethorpe, Chief
Greater Round Lake FPD
409 Nippersink Rd
Round Lake, IL 60073
847-546-8001
chief@rflfire.org

CHIEF EXECUTIVE OFFICER

James P. Reardon, Chief (RET)
MABAS-Illinois
233 W Hintz Road
Wheeling, IL 60090
847-727-6331
reardon@mabas-il.org

July 1, 2014

To: All MABAS Divisions and MABAS Member Agencies

From: Chief Jeff Macko, MABAS-Illinois President
Chief Jay Reardon, MABAS-Illinois CEO

Re: MABAS Contract Addendum
FEMA/Stafford Act Policy Requirement

Goal: To have all 1,175 MABAS Member Agency elected or appointed Policy Boards (City Councils, District Trustee Boards) approve, sign, and forward the attached MABAS-Illinois Contract Addendum, Ordinance and Secretary/Clerk's Certificate and forward in accordance with instructions listed by January 1, 2015.

Purpose: To gain compliance with FEMA Recovery Policy (RP9523.6 attached) reference "Mutual Aid Agreements for Public Assistance and Fire Management Assistance". The purpose includes eligibility of MABAS-Illinois resources and capabilities for Federal Declaration of Disaster reimbursements under the Stafford Act.

Intent: The intent of the MABAS Contract Addendum is NOT to begin or establish fees or costs for mutual aid services provided through the MABAS System but rather establish a guideline for recouping and making whole communities who provide MABAS mutual aid at events which might be prolonged in nature (8 hours or more), provide mechanisms to donate the cost of services provided. Further, through the Addendum's signing and MABAS Member Agency elected and appointed Boards satisfy eligibility requirements for noted FEMA Recovery Policy RP9523.6.

Instructions:

The following documents are included as attachments:

- A) 1) Mutual Aid Box Alarm System First Addendum to MABAS Master Agreement. The document is two pages in length.
- 2) An Ordinance authorizing an Addendum to Mutual Aid Box Alarm System Agreement (For Illinois City/Village/District) See footnote on bottom of pages two and three of this three page document
- 3) An Ordinance authorizing an Addendum to Mutual Aid Box Alarm System Agreement (For non-Illinois City/Village/District) See footnote on bottom of pages two and three of this three page document
- 4) FEMA Recovery Policy RP9523.6 Mutual Aid Agreements for Public Assistance and Fire Management Assistance. The document is nine (9) pages in length.

- B) For Illinois MABAS Member Agencies/Municipalities/Districts, please have your Policy Board review, approve and sign:
- 1) Items # A-1 and A-2 (Addendum to MABAS Contract (A-1) and Ordinance with Clerk/Secretary's Certificate (A-2)).
 - 2) Original for MABAS Agency's file. Copy of both to their MABAS Division and to their MABAS Branch Chief for MABAS Headquarters.
 - 3) Complete action to approve above before January 1, 2015.
 - 4) Both documents must be approved in their original form and standing language without exception. No modifications, amendments, additions or deletions to the language are allowable or acceptable.
- C) For Non-Illinois MABAS Member Agencies/Municipalities/Districts, please have your Policy Board review, approve and sign:
- 1) Items #A-1 and A-3 (Addendum to MABAS Contract (A-1) and Ordinance with Clerk/Secretary's Certificate (A-3) for Non-Illinois Member Agencies.)
 - 2) Original for MABAS Agency's file. Copy of both to their MABAS Division and to their MABAS Branch Chief for MABAS Headquarters.
 - 3) Complete action to approve above before January 1, 2015.
 - 4) Both documents must be approved in their original form and standing language without exception. No modifications, amendments, additions or deletions to the language are allowable or acceptable.
- D) Questions should be directed through each Division's Branch Chief initially. If further clarification is required Branch Chiefs will contact MABAS Headquarters.
- E) Please accept our collective appreciation in what has been an extended time line in completing this task. MABAS-Illinois Legal Counsel has provided a copy of the Contract Addendum to FEMA Region V Legal Counsel who believes the Agreement meets the intent and requirements of RP9523.6 for Federal disaster reimbursement requirements.

MUTUAL AID BOX ALARM SYSTEM FIRST ADDENDUM TO MABAS MASTER AGREEMENT

This First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master Agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

SECTION FIVE – Compensation for Aid is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.

3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.
4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.
5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency. Once thirty (30) days pass, the aid shall be considered to be a donation of service.
6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity / Agency

President / Mayor

ATTEST:

Date

Clerk / Secretary

MABAS DIVISION: _____

MABAS Contract Addendum
July, 2014

A) Required Actions – Goal

- MABAS Contract Addendum Requires
 - Each Department/District approval actions
 - Approval and signing of Contract Addendum
 - Approval and signing of Ordinance – Secretary/Clerks Certificate
- Copies of above to MABAS Division and MABAS Branch Chief
- Target completion date January 1, 2015

B) Purpose – Policy Compliance

- Secure policy compliance assuring MABAS eligibility of Federal fund reimbursements for Declarations of Disaster responses
- Policy implication: FEMA Recovery Policy (RP9523.6) reference Mutual Aid Agreements for Public Assistance and Fire Management Assistance

C) Intent – Establish Guidelines

- Intent to establish a guideline for recouping and making financially whole communities who provide mutual aid for a prolonged period of time, eight (8) hours or more to a stricken community therefore complying with noted FEMA Policy
- The intent is NOT to begin charging for mutual aid MABAS services on a daily basis.

D) Policy Disconnect – FEMA RP9523.6

- Policy considers mutual aid assistance without an assigned cost “volunteer work” and is therefore non-reimbursable as no real compensation is assigned.
- Reimbursable value has a monetary cost to the supplier above their normal expenses – backfill and overtime to maintain local levels of service caused by mutual aid assistance
- Reimbursement may be claimed if assistance exceeds eight (8) hours or may be waived
- Stafford Act – Applicable Federal law

E) Failure to Execute Addendum and Ordinance

- Failure of a District or Departments Board of Trustees to approve, sign and forward executed documents may;
 - Prevent the agency from being eligible for mobilization and deployment reimbursements
 - Prevent agencies from being allowed to participate in mobilizations and deployments
 - Create a situation where inequities will exist between mutual aid member agencies

STATE OF _____)
)
COUNTY OF _____)

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk of the _____, _____ County, _____, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN ADDENDUM TO
MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

which Resolution was duly adopted by said Council/Board at a meeting held on the _____ Day of _____, _____.

I do further certify that a quorum of said Council/Board was present at said meeting, and that the Council/Board complied with all the requirements of the State of _____ Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, _____.

Secretary/Clerk

Council Bill/Resolution No. 1165-2014

Sponsor: _____

A RESOLUTION

CONSIDERING all Rules and Regulations adopted by the Board of Fire and Police Commissioners (Board) concerning "Chapter VI – Examinations for Original Appointment – Fire;" and

APPROVING same as an exercise of the City's Home Rule Powers.

WHEREAS, the Moline Code of Ordinances authorizes the Board of Fire and Police Commissioners (Board) to adopt rules and regulations; and

WHEREAS, the Board has proposed and adopted rules and regulations; and

WHEREAS, these rules and regulations pertain to the government and affairs of the City of Moline and are an integral aspect of the City's self-government under its home rule powers granted under the Illinois Constitution of 1970; and

WHEREAS, certain of these rules and aspects thereunder may conflict with State law, but this Council deems them appropriate as an exercise under its home rule powers and consistent with Section 2-4406 of the Moline Code of Ordinances.

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

That the proposed "Chapter VI – Examinations for Original Appointment – Fire" of the Rules of the Board of Fire and Police Commissioners of the City of Moline, Illinois, 2014 and any and all rules and regulations promulgated, proposed, adopted or approved by such Board on Exhibit A, attached hereto, are hereby considered, ratified, and approved, including any such rules that would otherwise violate, contradict or conflict with State statutes, and the City of Moline hereby exercises its Home Rule Powers under the Illinois Constitution to legislatively adopt and ratify such rules and regulations, notwithstanding the powers, duties, and procedures established by State law in the Board of Fire and Police Commissioners, and said Board shall have the powers and duties authorized or established in State law or in said rules and regulations; provided, however, that where said rules and regulations conflict with State law, the powers established by said rules and regulations shall control.

CITY OF MOLINE, ILLINOIS

Mayor
December 2, 2014

Date

Passed: December 2, 2014

Approved: December 9, 2014

Attest: _____
City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

CHAPTER VI - EXAMINATIONS FOR ORIGINAL APPOINTMENT - FIRE

* * * *

Section 5. PHYSICAL ABILITY TEST

All applicants shall provide proof of the successful completion of the Candidate Physical Ability Test (CPAT) and ladder climb exercise by a licensed facility. For purposes of this Article VI, the Physical Ability Test shall be comprised of both the CPAT and ladder climb exercise.

If the City is able to hold a physical ability test, to be determined by the Human Resources Office, applicants may either:

- (a) provide proof of successful completion of the CPAT by licensed facility issued within one (1) year prior to the date of the written examination; or
- (b) submit themselves to a bonafide, valid and job-related physical ability test in accordance with 65 ILCS 5/10-2.1-6.3 and as outlined in the initial application. Each applicant must submit to the examiner at the time of the physical ability test a valid driver's license for the purpose of verifying the applicant's identity. Applicants reporting after the posted starting time will not be allowed to participate. Applicants shall be graded on the basis of pass-fail.

If the City is unable to hold a physical ability test, to be determined by the Human Resources Office, applicants must provide proof of successful completion of the CPAT by licensed facility issued within one (1) year prior to the date of the written examination.

Additionally, all applicants shall provide proof of the successful completion of the ladder climb exercise, in accordance with Illinois state statute, within one (1) year prior to the date of the written examination. Applicants not having completed the ladder climb exercise prior to the date of the written examination will be allowed to complete the ladder climb exercise on the date of the written examination. Applicants shall be graded on the basis of pass-fail.

Both the CPAT and ladder climb exercise must be successfully completed before applicants will be allowed to take the written examination. Applicants who are unable to provide proof of both the CPAT and ladder climb exercise on the date of the written examination will not be permitted to continue in the testing process.

Section 6. WRITTEN EXAMINATIONS

Only applicants who have passed the physical ability test will be permitted to participate in the written examination. Each applicant must submit to the examiner at the time of the written examination a valid driver's license for the purpose of verifying the applicant's identity. Applicants reporting after the posted starting time will not be allowed to participate.

Applicants shall submit themselves to a valid and job-related written examination as adopted by the Board.

The written examination shall be scored on a basis of 100% maximum score. The minimum passing score for the written examination will be based on the recommendation of the developer of the written examination and will be consistent with minimally qualified performance in the firefighter/paramedic position. Applicants not receiving a score that is at or above the minimum passing score on the written examination shall have failed. An applicant who is the knowing recipient of test information in advance of the written examination shall be disqualified from the examination or discharged from the position to which he or she was appointed, as applicable, and otherwise subjected to disciplinary actions.

A preliminary eligibility register shall be posted and applicants who have passed the physical ability test and written examination will be placed on the preliminary eligibility register in order of their relative excellence.

Section 7. ORAL INTERVIEW

Only those with a score that is at or above the minimum passing score on the written examination will be eligible to participate in an oral interview.

The interview panel shall interview prospective candidates and shall be comprised of at least the following: at least two (2) commissioners, the Fire Chief or the Chief's designee, one (1) battalion chief, one (1) fire captain, and a representative from the City Human Resources Office. Individual panel members included must participate in all interviews for the particular position, except that a panelist will be excused if faced with an emergency situation that would create an undue hardship.

Questions shall be asked of the applicant that will enable the interview panel to evaluate and grade the applicant's ability to perform the core duties of the position. Each applicant shall be asked the same set of questions all of which shall comply with Equal Employment Opportunity Commission/Illinois Department of Human Rights guidelines.

Each member of the interview panel will then grade the applicant using a 100-point scale. The applicant's grade will be the average of the combined grades.

Within 60 days after the oral interviews are completed, an initial eligibility register shall be posted by the Board. The initial eligibility register shall rank candidates in the order of their relative excellence based on the highest to the lowest total points scored on the written examination and oral interview.

* * * *

Council Bill/Resolution No. 1166-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor to execute a Law Enforcement Mutual Aid Agreement setting forth the terms for the provision of law enforcement assistance to participating agencies in the event of an emergency or disaster situation.

WHEREAS, it is recognized that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency; and

WHEREAS, the availability of additional resources in such emergency situations is critical to safeguard the lives and property of citizens; and

WHEREAS, the City of Moline desires to participate in the Law Enforcement Mutual Aid Agreement developed for individual regions in the State of Illinois.

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

That the Mayor is hereby authorized to execute a Law Enforcement Mutual Aid Agreement setting forth the terms for the provision of law enforcement assistance to participating agencies in the event of an emergency or disaster situation; 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.

CITY OF MOLINE, ILLINOIS

Mayor

December 2, 2014

Date

Passed: December 2, 2014

Approved: December 9, 2014

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement (“Prior Mutual Aid Agreement”) which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. Definitions. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. Emergency – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. Illinois Law Enforcement Alarm System (or the abbreviation “ILEAS”) – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. Initial Governing Board – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of “October 23, 2002” in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

2. Agreement to Participate in Law Enforcement Mutual Aid.

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on “stand by,” providing the benefit of prior experience or consultation and/or actual “hands-on” participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction’s property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies’ resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. The Illinois Law Enforcement Alarm System. By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

- a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."
 1. Governing Board Composition and Voting. The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
 - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
 - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
 - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
 1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
 2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
 3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
 4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
 5. coordinate and provide a facility for training exercises and education;
 6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
 - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
 - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

4. Additional Signatory Public Agency Provisions

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
 1. It is a Public Agency under the laws of the State of Illinois.
 2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
 3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

5. Termination of Participation in LEMAA

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

6. Non-Member Affiliates

- a. Definition of Status – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
 1. would be eligible to request or provide law enforcement mutual aid, and;
 2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. Purpose of Non-Member Affiliate Status – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
- A non-member affiliate may:
 1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
 2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
 3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
 4. to the extent permitted by law:
 - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
 - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
 - A non-member affiliate, or its representative(s) may not:
 1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
 3. disclose to any third party or the public at large:
 - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
 - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
 - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
 1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
 2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
 3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
 - d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
 1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

7. Additional Provisions

- a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. Severability - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
 - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
 - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- I. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

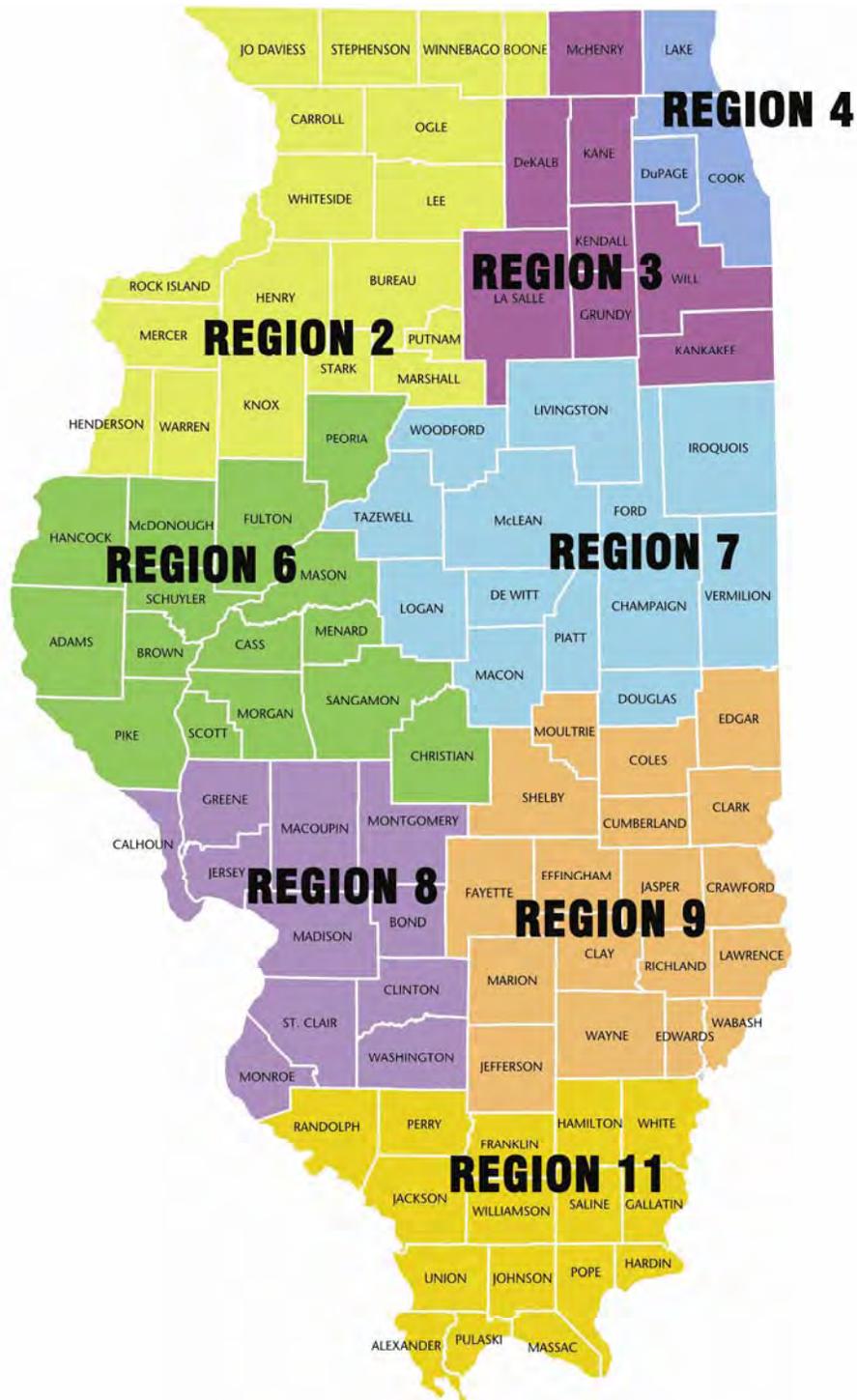
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Exhibit A

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubensee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

Exhibit B



Council Bill/Resolution No. 1167-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Memorandum of Understanding between the City of Moline (hereinafter “City”) and the Moline Community Development Corporation (hereinafter “MCDC”) setting forth the terms for submitting a joint application for the Blight Reduction Program through the Illinois Housing Development Authority and administering the Blight Reduction Program if funds are awarded; and

AUTHORIZING the City and staff to do all things necessary to apply for the Blight Reduction Program through the Illinois Housing Development Authority to decrease preventable foreclosure and stabilize neighborhoods by targeting blighted, vacant residential properties for demolition, greening and eventual reuse or redevelopment.

WHEREAS, the City is seeking to submit an application to the Illinois Housing Development Authority (hereinafter “IHDA”) to participate in the Blight Reduction Program (hereinafter “BRP”), which was created by the IHDA in 2014 under the Hardest Hit Fund Program funded through the Troubled Asset Relief Program (“TARP”), a U.S. Treasury managed resource dedicated to foreclosure prevention and neighborhood stabilization; and

WHEREAS, under the terms of the BRP, the applicant must be an Illinois unit of local government; and

WHEREAS, the BRP requires the City to partner with a not-for-profit agency; and

WHEREAS, MCDC is an Illinois not-for-profit agency with experience in housing and development; and

WHEREAS, the City and MCDC desire to partner for the BRP to work to decrease preventable foreclosures and stabilize neighborhoods, and to target blighted, vacant, residential properties in specific communities (“BRP Target Area”) for demolition, greening, and eventual reuse, repurpose and/or redevelopment; and

WHEREAS, the BRP requires that the parties enter into an agreement, acceptable to both, delineating each party’s role in the program to ensure that any BRP funds are used effectively to reduce foreclosures, reduce blight, stimulate revitalization efforts and promote both parties interests; and

WHEREAS, the parties seek to enter into this Memorandum of Understanding to delineate each party’s role in the BRP, if awarded such funds.

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 and the Moline Community Development Corporation setting forth the terms for submitting a joint application for the Blight Reduction Program through the Illinois Housing Development Authority and administering the Blight Reduction Program if funds are awarded; provided, however, that said memorandum 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.

BE IT FURTHER RESOLVED that the City and staff are hereby authorized to do all things necessary to apply for the Blight Reduction Program through the Illinois Housing Development Authority to decrease preventable foreclosure and stabilize neighborhoods by targeting blighted, vacant residential properties for demolition, greening and eventual reuse or redevelopment.

CITY OF MOLINE, ILLINOIS

Mayor

December 2, 2014

Date

Passed: December 2, 2014

Approved: December 9, 2014

Attest: _____

City Clerk

Approved as to Form:

By: _____

City Attorney

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is executed on this ____ day of _____, 2014, by and between the Moline Community Development Corporation, an Illinois not-for-profit corporation (hereinafter “MCDC”), whose address is 1830 6th Avenue, Moline, IL, and the City of Moline, Illinois, a municipal corporation (hereinafter “City), whose address is 619 16th Street, Moline, IL.

WHEREAS, the City is seeking to submit an application to the Illinois Housing Development Authority (hereinafter “IHDA”) to participate in the Blight Reduction Program (hereinafter “BRP”), which was created by the IHDA in 2014 under the Hardest Hit Fund Program funded through the Troubled Asset Relief Program (“TARP”), a U.S. Treasury managed resource dedicated to foreclosure prevention and neighborhood stabilization; and

WHEREAS, under the terms of the BRP, the applicant must be an Illinois unit of local government; and

WHEREAS, the BRP requires the City to partner with a not-for-profit agency; and

WHEREAS, MCDC is an Illinois not-for-profit agency with experience in housing and development; and

WHEREAS, the City and MCDC desire to partner for the BRP to work to decrease preventable foreclosures and stabilize neighborhoods, and to target blighted, vacant, residential properties in specific communities (“BRP Target Area”) for demolition, greening, and eventual reuse, repurpose and/or redevelopment; and

WHEREAS, the BRP requires that the parties enter into an agreement, acceptable to both, delineating each party’s role in the program to ensure that any BRP funds are used effectively to reduce foreclosures, reduce blight, stimulate revitalization efforts and promote both parties interests; and

WHEREAS, the parties seek to enter into this Memorandum of Understanding to delineate each party’s role in the BRP, if awarded such funds.

NOW THEREFORE, the parties’ understanding is as follows:

1. If awarded BRP funds the parties understand that they will each incur only those costs and undertake only those activities, described herein, on eligible properties, which are eligible for refinance/reimbursement under the terms of the BRP. The parties understand that any costs or activities incurred that are not eligible costs or activities will be done at the sole cost and expense of that particular party. BRP funds will reimburse/refinance the following eligible costs:

- Acquisition (purchase price, lien extinguishment, legal costs)
- Closing costs (if applicable, *i.e.*, title, recording and transfer fees)
- Demolition
- Greening
- Maintenance (\$3,000 per property)
- Administrative expenses (\$1,750 per property)

The total maximum amount that can be received as refinance/reimbursement is \$35,000 per property.

2. All demolition and greening of a BRP eligible property must comply with all local, state, and federal laws and regulations. Such demolition and/or greening work can be performed by a third party contractor. Oversight of the demolition and greening work will be done by the City. Demolition debris must be appropriately removed from the site and disposed of in accordance with local laws.

3. BRP funds will not reimburse/refinance demolition costs that include backfilling of basement cavities with demolition debris. Nor will BRP funds be used to reimburse/refinance greening costs that are limited to grading the lot unless immediate revitalization is underway.

4. The City shall:

- a. lead the identification of required BRP target areas;
- b. identify the properties proposed for demolition that are eligible under the BRP requirements;
- c. clear title to /extinguish any liens on the identified eligible properties and obtain ownership;
- d. control the permitting and inspection for all eligible properties proposed;
- e. transfer ownership of each eligible property, with clear title, to the MCDC;
- f. place an instrument of debt on the property upon transferring ownership to the MCDC, which may take the form of, but not be limited to, a mortgage, forgivable loan, recapture agreement, or demand note. Such instrument of debt shall be for all or a portion of the eligible BRP costs or activities incurred at the property and does not require a specific dollar amount;
- g. obtain a Right of Entry from the MCDC for the City and/or its contractors to enter onto the property to conduct the demolition and greening work;
- h. prepare, publish and award all bids for demolitions work and greening work on each eligible property;
- i. upon completion of each contract, the City shall pay each contractor directly;
- j. prepare documentation necessary for the MCDC's submittal to IHDA and receive a copy of the fully executed submittal from the MCDC; and

- k. prepare and record a release of its instrument of debt upon receiving payment from MCDC.
5. The MCDC shall:
- a. take ownership of any properties identified to be eligible for BRP assistance from the City, prior to any demolition work commencing;
 - b. upon taking title, execute an instrument of debt in favor of the City, in a form acceptable to both parties which may take the form of, but not be limited to, a mortgage, forgivable loan, recapture agreement, or demand note. Such instrument of debt shall be for all or a portion of the eligible BRP costs or activities incurred at the property and does not require a specific dollar amount. This instrument of debt shall be the sole lien on the property prior to demolition work commencing;
 - c. grant a right of entry to each property in favor of the City and its contractors;
 - d. maintain insurance on the property;
 - e. execute all necessary IHDA documents;
 - f. once all BRP eligible work is completed, receive all necessary documentation from the City and submit all necessary paperwork to IHDA to seek refinance/reimbursement, with a copy to the City;
 - g. obtain BRP funds from IHDA which are secured through a note for each property, structured as a zero percent (0%), non-amortizing loan, secured by a recorded lien. The loan will be subject to a three (3) year recapture period, during which the MCDC agrees to repay the loan if a recapture event occurs. The loan will be forgiven (and the outstanding loan amount reduced) at a rate of 33.3% per annum as long as certain covenants are met;
 - h. be the receiver of the BRP funds, which shall be disbursed through a title company to the MCDC, as the sole owner of the property;
 - i. use disbursed BRP funds as follows:
 - (1) pay off the City's instrument of debt, and ensure that that the only lien on title is IDHA's lien;
 - (2) Retain \$3,000 to maintain the property for three (3) years after the date of closing; and
 - (3) Retain \$1,750 for payment of administrative expenses to provide ongoing compliance reports on each property;
 - j. provide compliance reports on each property, as required by IHDA;
 - k. be liable should a recapture event, as defined in any IDHA documents, occur during the three year compliance recapture period; and

1. remain the owner of each Property for three (3) years from the date of closing with IHDA, unless authorized in writing by IHDA to redevelop, revitalize or sell prior to the expiration of the recapture period. MCDC shall be responsible for all maintenance on the property during these three years. MCDC shall pay for such maintenance from the \$3,000 it retains in BRP expenses. If the \$3,000 is insufficient to maintain the property for three (3) years, it is the MCDC's responsibility to continue to maintain ownership of the properties for a period of three (3) years following the closing of the IHDA loan.

6. Term. The term of this agreement shall be until final close-out of the BRP has been approved by IHDA.

7. This document represents the entire MOU between the parties regarding this matter. This MOU may be amended in writing, executed by both parties.

8. The parties understand that disbursement of BRP funds follows completion of demolition and greening work. Acquisition costs, legal costs, closings costs, demolition costs, and greening costs are reimbursed for each property pursuant to the terms and conditions imposed by IHDA. IHDA will front-fund ongoing allowable administrative and maintenance costs.

9. Each party will be responsible for its own actions as delineated under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by other parties.

10. If any section, provision or party of this MOU is found to be invalid or unconstitutional, then such finding shall not affect the validity of the MOU as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.

In witness whereof, the parties hereto have duly executed this Memorandum of Understanding to be executed as of the date written herein above.

CITY OF MOLINE, ILLINOIS,
a municipal corporation

MOLINE COMMUNITY
DEVELOPMENT CORPORATION,

By: _____
Scott Raes, Mayor

By: _____

Attest: _____
Tracy A. Koranda, City Clerk

Printed Name _____
Title _____

Approved as to Form:

Maureen E. Riggs, City Attorney

Council Bill/General Ordinance No. 3031-2014
Sponsor _____

AN ORDINANCE

MAKING appropriations for corporate purposes for the fiscal year beginning January 1, 2015 and ending December 31, 2015.

WHEREAS, pursuant to State statute, Illinois municipalities are required to adopt an annual appropriation ordinance setting forth the funds deemed necessary to pay the municipality's expenses and liabilities for the upcoming fiscal year; and

WHEREAS, adoption of this ordinance will meet the statutory requirement for the City of Moline's fiscal year 2015.

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

Section 1 – That the following sums, or so much thereof as hereby may be authorized either by law or by ordinance, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the City of Moline, Rock Island County, Illinois, for the fiscal year beginning January 1, 2015 and ending December 31, 2015; such appropriations are hereby made for the following objects and purposes:

<u>Fund</u>	<u>Appropriation</u>	<u>Amount Raised Other Than Taxation</u>	<u>Amount to be Raised by Taxation</u>
General	\$41,146,200	\$38,776,421	\$2,369,779
General Trust	\$405,000	\$405,000	\$0
SFOOR Grant	\$88,200	\$88,200	\$0
Tourism	\$52,950	\$52,950	\$0
Lead Hazard Grant	\$750,695	\$750,695	\$0
Homebuyer Grant	\$107,845	\$107,845	\$0
Trust Emergency Repair	\$98,300	\$98,300	\$0
Abandoned Prop Program	\$58,910	\$58,910	\$0
NSP2 Grant	\$120,370	\$120,370	\$0
Library	\$3,193,155	\$522,545	\$2,670,610
Park	\$3,772,465	\$1,160,200	\$2,612,265
Motor Fuel Tax	\$2,482,830	\$2,482,830	\$0
CDBG	\$674,400	\$674,400	\$0
Revolving Loan	\$243,000	\$243,000	\$0
TIF #1	\$3,243,025	\$3,243,025	\$0
TIF #2	\$239,975	\$239,975	\$0
TIF #3	\$52,785	\$52,785	\$0
TIF #4	\$199,205	\$199,205	\$0
TIF #5	\$485,565	\$485,565	\$0

TIF #6	\$118,995	\$118,995	\$0
TIF #7	\$4,139,475	\$4,139,475	\$0
TIF #9	\$1,205	\$1,205	\$0
TIF#10	\$249,925	\$249,925	\$0
Special Service Area #5	\$177,230	\$177,230	\$145,335
Special Service Area #6	\$266,145	\$120,810	\$257,225
Water	\$9,506,140	\$9,248,915	\$0
Water Pollution Control	\$24,951,440	\$24,951,440	\$0
Stormwater Utility	\$1,130,370	\$1,130,370	\$0
Fire Pension	\$6,336,850	\$2,848,099	\$3,488,751
Reher Art Gallery	\$48,765	\$48,765	\$0
Perpetual Care	\$14,025	\$14,025	\$0
Park/Cemetery Gifts	\$32,000	\$32,000	\$0
Foreign Fire Insurance	\$35,300	\$35,300	\$0
Police Pension	\$7,069,695	\$3,527,100	\$3,542,595
Library Trust Fund	\$237,260	\$237,260	\$0
Health Insurance	\$7,875,835	\$7,875,835	\$0
OPEB Retirement Fund	\$500,000	\$500,000	\$0
Information Technology	\$1,139,390	\$1,139,390	\$0
Public Safety Equipment			
Replacement	\$148,265	\$148,265	\$0
Liability	\$3,838,085	\$3,838,085	\$0
Fleet Services	\$4,979,725	\$4,979,725	\$0
Sanitation	\$2,462,145	\$2,462,145	\$0
Debt Service	\$3,088,450	\$3,088,450	\$0
2007 Escrow	\$144,000	\$144,000	\$0
Capital Improvement	\$7,375,000	\$7,375,000	\$0
	\$143,280,590	\$128,194,030	\$15,086,560

Section 2 – That this Appropriation Ordinance is adopted pursuant to procedures set forth in the Illinois Municipal Code, 65 ILCS Articles 1 and 8 of Act 5; provided, however, any limitations set forth herein in conflict with this Ordinance shall not be applicable to the Ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and for the purposes of this Ordinance, “taxation” shall mean real property tax levy only.

Section 3 – That this Appropriation Ordinance has been enacted only after the City Council gave proper notice of a public hearing at least ten days prior thereto, made the documents upon which the Appropriation Ordinance is based available for public inspection at least ten days prior to said public hearing, and held a public hearing at 6:45 p.m. on December 2, 2014, City of Moline, City Hall, 619 16th Street, Moline, Illinois.

Section 4 – That the City Clerk is hereby directed to publish in pamphlet form within ten days from the date of passage at least twenty-five (25) copies of the Ordinance and to make available for public inspection said copy in the Office of the City Clerk during normal business hours. Publication in pamphlet form shall not delay the effective date of this Ordinance.

Section 5 – That this Ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Special Ordinance No. 4051-2014

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an extension of a lease agreement with Café Du Monde, L.L.C., dba Dewey’s Copper Café, permitting a portion of the Moline Public Library at 3210 41st Street, to be utilized as a coffee shop.

WHEREAS, the City of Moline, by and through the Library Board of Directors, previously entered into a lease agreement with the owners of Café Du Monde, L.L.C., dba Dewey’s Copper Café (Café) permitting a portion of the library facility at 3210 41st Street to be utilized as a coffee shop; and

WHEREAS, the current lease has expired; and

WHEREAS, the Library Board of Directors and Library staff have determined a continued need exists for a coffee shop within the Library to serve its patrons; and

WHEREAS, both parties have agreed that the current lease in place shall be extended for a period of one year; and

WHEREAS, pursuant to the Agreement, rent payments from January 1, 2015 through December 31, 2015, shall be \$500.00 per month; and

WHEREAS, the Library Board has approved the terms of this lease.

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

Section 1 – That the City Council hereby authorizes and directs the Mayor and City Clerk to execute a lease agreement with the owners of Café Du Monde, L.L.C., dba Dewey’s Copper Café (Café), permitting a portion of the Moline Public Library at 3210 41st Street to be utilized as a coffee shop; provided, however, that said lease 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 to 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

MOLINE PUBLIC LIBRARY COFFEE SHOP LEASE AGREEMENT

This Agreement is made and entered into as of _____, 2015, by and between the City of Moline, Illinois, a municipal corporation ("Owner"), by and through its Library Board of Directors, and Café Du Monde, L.L.C., dba Dewey's Copper Café (hereinafter "Vendor") to lease a portion of the Library facility located at 3210 41st Street, Moline, Illinois.

WHEREAS, Owner is a public library and a not-for-profit entity located at 3210 41st Street, Moline, Illinois (hereinafter "Owner's property"); and

WHEREAS, Owner has determined a need for a coffee shop on Owner's property to serve its patrons and staff and wishes to locate a coffee shop in the lobby of Owner's property; and

WHEREAS, Owner does not have the personnel necessary to operate a coffee shop on its property; and

WHEREAS, Vendor currently operates other such coffee shops in the Quad Cities and possesses the expertise necessary to operate a coffee shop for and on behalf of Owner; and

WHEREAS, Owner wishes to contract with Vendor for the operation of a coffee shop on Owner's property subject to the terms, conditions, restrictions, limitations and reservations stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. PREMISES AND USE.

a) Owner shall provide Vendor approximately nine hundred (900) square feet of floor space located in the lobby of Owner's property (hereinafter "Facility"), commonly known as the Moline Public Library, being more particularly described in Exhibit A, attached hereto and incorporated by reference herein, for the purpose of operating a coffee shop; a sketch of said floor space and the coffee shop to be located thereon (hereinafter "Premises") is depicted in Exhibit B, attached hereto and incorporated by reference herein.

b) The coffee shop shall be operated under the name of "Dewey's Copper Café."

c) Owner shall lease the Premises to Vendor solely for the operation of a coffee shop, which operation may include the sale of beverages and preparation of food items for consumption, such as sandwiches, soups, fruit, cookies, etc., and the sale of related merchandise, all of which are to be approved by Owner. The selection of beverages and foods referenced herein and its pricing shall be determined by the Vendor; however, under no circumstances shall the Premises be used for the sale or consumption of alcoholic beverages or the sale or smoking of tobacco products or the paraphernalia of either.

d) Owner shall have access to the Premises at all times. Vendor shall have access to the Premises at all times that the front entrance to Owner's property is unlocked and open to the general public. Hours of operation of the coffee shop will be the same as Owner's hours of operation; however, the coffee shop may be open during alternate hours if said alternate hours are agreed upon by Owner or Owner's designee, in writing. Owner's scheduled hours are expected to be as follows:

- Monday through Thursday: 9:00 a.m. – 8:00 p.m.;
- Friday-Saturday: 9:00 a.m. – 5:30 p.m.;
- Sunday: 1:00 p.m. to 4:00 p.m.

Vendor's hours are expected to be as follows:

- Monday through Thursday: 8:00 AM – 8:00 PM;
- Friday-Saturday: 8:00 AM – 5:00 PM;
- Sunday: Closed

e) Vendor agrees to provide catering to individuals, groups and organizations (hereinafter "participants") utilizing meeting rooms made available to the public located elsewhere in the Library. For this purpose Vendor shall be allowed to open at 7 a.m. on any day, Monday through Saturday, when a request for this service has been made. For this purpose, "catering" shall mean providing food and beverages to participants either on the leased premises or delivery of food and beverages to participants in the Library meeting rooms.

f) Owner shall facilitate and allow access by Vendor to the Premises during alternate hours that have been agreed upon in writing, including access to areas off the Premises that would be necessary for Vendor to conduct its business.

g) Owner will provide limited storage space of approximately one hundred (100) square feet inside Owner's Facility and separate from the Premises for the Vendor to store non-perishable items including but not limited to cups, straws, plates, and napkins for use on the Premises. The owner will provide a refrigerator to this area for perishable items. Material unrelated to the Vendor's operation of the business on the Premises will not be permitted in said storage space.

2. INDEPENDENT CONTRACTOR. Vendor is an independent contractor. However, Vendor acknowledges that the coffee shop is located in a public library and agrees that the Owner must have the right to make and enforce rules and regulations governing the Premises, which rules and regulations shall be considered covenants of this Agreement. Present rules and regulations are set forth in Exhibit C attached hereto and incorporated by reference. Vendor agrees to be responsible for the following:

a) Vendor shall serve as manager and operator of the coffee shop.

b) Vendor shall at all times operate the coffee shop in a manner which meets the requirements for maintenance of the certificate of occupancy, food and beverage permits or licenses and any other required governmental authorizations.

c) Vendor shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the operation of the coffee shop. Vendor's

employees shall not be deemed employees of Owner for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Owner for its employees. Vendor shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall not bring any cause of action alleging Owner is the employer of Vendor or any of Vendor's employees, officers or agents, and Vendor shall indemnify, defend and hold harmless Owner against all claims, losses, costs, or expenses associated with the employment of said employees by Vendor.

d) Vendor shall furnish, install and maintain, at Vendor's sole cost, all equipment and supplies necessary for coffee and food preparation on the Premises. A copy of said items is contained in Vendor's inventory, a copy of which is attached hereto and incorporated herein as Exhibit D. Said items shall remain the property of Vendor, and Vendor shall remove said items from the Premises and the storage space identified in paragraph 1(g).

e) Vendor shall have the exclusive ability and responsibility of purchasing, storing, preparing, serving and setting pricing of all beverage and food items within the Premises, and for storage of items in the Owner-provided storage space as provided for in paragraph 1(f) above.

f) Vendor may erect signs and advertisements for the coffee shop inside Owner's property as approved by Owner or Owner's designee in writing in advance.

g) Vendor shall oversee the delivery of all items for the coffee shop that are identified herein as Vendor's responsibility. Deliveries minimal in size will be permitted through the front entrance of Owner's Facility; large deliveries must be made through the rear receiving entrance of Owner's Facility. Delivery sizes shall be determined and agreed upon by the parties.

h) Vendor shall be responsible for properly bagging garbage from the operation of the coffee shop and placing it in the area for disposal designated by Owner.

3. OWNER'S RESPONSIBILITIES.

a) Owner shall furnish necessary utilities and utility connections for the operation of the coffee shop and shall pay all utility costs incurred in the operation of the coffee shop, including but not limited to electricity, water, gas, heat, and air conditioning, local telephone services and such WIFI connection as the rest of the Library has. Vendor shall not unreasonably consume or waste such utilities, consuming only that which is necessary to conduct the operation of the coffee shop.

b) Owner shall furnish the following equipment to be used in the coffee shop: a refrigerator, a dishwasher, microwave, ice machine and a specified number of display cases and tables and chairs as agreed upon by the parties.

c) Owner shall provide a telephone on the Premises for local calls only.

d) Owner shall be responsible for routine janitorial cleaning and maintenance of the Premises. Said routine cleaning and maintenance does not include bussing tables or cleaning or maintaining equipment and supplies furnished by Vendor for the operation of the coffee shop as identified in Paragraph 2(d) above. Maintenance includes repairs to the premises and the fixtures, equipment, etc. provided by Owner caused by normal wear and tear and/or subject to insurance provisions listed in Section 7.

4. RENT/DIVISION OF REVENUE. Vendor shall pay lease payments to Owner as follows:

a) \$500.00 per month due on or before the tenth day of each month, beginning January 1, 2015 through the end of the lease term, December 31, 2015.

5. TERM AND TERMINATION.

a) The term of this Agreement shall commence on January 1, 2015 (hereinafter "Commencement Date") and shall continue through December 31, 2015. This Agreement will automatically renew for an addition one (1) year term at the expiration of each term unless either party provides written notice to the other party of its intent to terminate, without cause, or renegotiate specific terms or conditions within ninety (90) days of the expiration date. Said termination without penalty.

b) Upon termination of this Agreement, voluntary or otherwise, the Parties hereby agree rights to use of the business name "Dewey's Copper Café" shall be as follows: i) Tenant shall retain the right to use the word "Dewey's;" ii) Owner shall retain the right to use the words "Copper Café;" iii) It shall be incumbent upon each party to do all things necessary to protect any proprietary interest in the retained portion of the business name except as to each other. With regard to each other, execution of this agreement shall be the only action necessary for either party to take with regard to protecting and prohibiting the use of the retained portion of the business name by the other party.

c) In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Agreement by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Vendor must peacefully surrender the Premises to Owner; Owner must peacefully surrender Vendor's equipment to Vendor. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Agreement shall remain with the Premises and return to Owner, including without limitation, brackets and fixtures, all carpeting, electric light fixtures, telephone lines, doors, windows, window treatments, and all cooling, heating, plumbing and electrical systems.

6. HOLD HARMLESS/INDEMNIFY.

(a) In consideration for permission to use the Premises and Owner's property as granted above, Vendor hereby agrees to defend, hold harmless and indemnify Owner, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Owner's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Owner's property granted hereunder, unless caused or contributed to by the willful acts or omissions of Owner, its officers, directors, employees, agents or assigns, in which case Vendor shall have no duty to defend, hold harmless or indemnify.

(b) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

7. VENDOR'S INSURANCE COVERAGE. Vendor shall, throughout the term of this Agreement and at Vendor's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Owner, which policy or policies shall:

- a) Have limits of \$1,000,000.00 per occurrence personal injury and \$1,000,000.00 property damage, or \$1,000,000.00 per occurrence personal injury and property damage combined single limit;
- b) Have Premises Rented liability coverage with a minimum limit of \$1,000,000.
- c) Have medical payments general liability coverage limits of \$10,000.00.
- d) Name Owner as an additional insured party;
- e) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice in a form similar to that attached hereto as Exhibit E.
- f) Contain fire and extended perils insurance covering Vendor's own property and insuring Vendor's possessions on the Premises; Owner shall have no duty to insure Vendor's possessions, the possessions of Vendor's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster; and
- g) Each such policy of insurance shall contain a waiver of subrogation provision.
- h) Shall extend to acts or occurrences occurring on the Premises or on the Facility which are related to Vendor's actions or business.

Vendor shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Vendor from the coffee shop operation. Certificates of all insurance coverage shall be delivered to Owner seven (7) days prior to the Commencement Date and on an annual basis hereafter.

8. 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, or
- b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Owner:
Moline Public Library
c/o Library Director
3210 41st Street
Moline, Illinois 61265

Vendor:
Café Du Monde, L.L.C., dba
Dewey's Copper Café
Salma Arabi, Managing Member
5150 Remington Road
Bettendorf, Iowa 52722

The Library Director will forward a copy of notices received to the City Attorney. Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

9. CASUALTY. If the Premises are damaged by fire or other casualty during the term of this Agreement, so that the Premises are rendered unusable by Vendor for the operation of the coffee shop, then either Owner or Vendor may cancel this Agreement by written notice delivered to the other. On such cancellation, rent shall be paid only to the date of the fire or casualty, and Vendor shall be held harmless by Owner for damage to the Premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the negligent, intentional, or willful/wanton acts or conduct of Vendor or Vendor's employees, designees or invitees.
10. OBSERVANCE OF LAWS AND ORDINANCES. Vendor must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Vendor's conduct or use of the premises.
11. SURRENDER OF PREMISES. At the end or termination of the term hereby demised, Vendor covenants to surrender and deliver up the Premises hereby leased in as good as condition as they now are, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted.
12. ASSIGNMENT AND SUBLEASING. Vendor shall not have the right to assign this Agreement or sell, transfer or sublet any portion of the Premises herein without the express written consent of Owner, and consent of Owner shall not release or discharge Vendor from any obligations hereunder.
13. ALTERATIONS. No alterations or additions shall be made by Vendor in or to the Premises without the prior written consent of Owner.
14. MECHANIC'S LIENS. Neither Vendor nor anyone claiming by, through, or under Vendor shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever upon the Premises, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service, or labor shall at any time be or become entitled to any lien on the Premises, and for the further security of Owner, Vendor covenants and agrees to give actual notice thereof in advance to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, services, or labor.

15. EFFECT OF PARTIAL INVALIDITY. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
16. WAIVER. Waiver by Owner of any breach of any covenant or duty of Vendor under this Agreement is not a waiver of a breach of any other covenant or duty of Vendor, or of any subsequent breach of the same covenant or duty.
17. CHOICE OF 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 same venue.
18. TAXES. Vendor shall also be responsible for and pay all real estate taxes assessed against the lease premises if any are so assessed and shall furnish to Owner proof of payment within thirty (30) days after payment is due.
19. MISCELLANEOUS.
 - a) This Agreement and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
 - b) This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
 - c) The captions of the Agreement are used for convenience of reference only and shall have no significance in construing the text of the Agreement.
 - d) Vendor guarantees Salma Arabi has the authority to execute this document on Vendor's behalf and bind Vendor to the terms and conditions of this agreement.

IN WITNESS WHEREOF, this Agreement is executed in Moline, Illinois, as of the date hereof first above written.

**OWNER:
CITY OF MOLINE**

**VENDOR:
CAFÉ DU MONDE, L.L.C. dba
DEWEY'S COPPER CAFE**

By: _____
Scott Raes, Mayor

By: _____
Salma Arabi, Managing Member

Attest:

By: _____
Tracy Koranda, City Clerk

Approved as to Form

By: _____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF "FACILITY"

Tract I

Lot Number Twenty-One (21) and the South One Hundred Fifty-Two and Sixty-six One Hundredths (152.66) Feet of the West Eighty (80) Feet of Lot Number Twenty-two (22), all in Meersman's Addition to South Moline, Illinois;

Excepting from said Lot Number Twenty-One (21) so much thereof conveyed to the State of Illinois by dedication recorded in Book 472 of Deeds, page 41 No. 471792 in the office of the Recorder of Deeds of Rock Island County, Illinois.

Tract II

That part of the West One-Half of the Northeast Quarter of Section Number 10 in Township Number 17 North, Range Number 1 West of the Fourth Principal Meridian, described as follows, to wit:

Beginning at a point 12.03 chains North of the South East corner of said West One Half of the North East Quarter of said Section 10;

Thence running West 560.9 Feet (same being along the South line of Meersman's Addition) to the North East corner of the tract hereby conveyed;

Thence running West 440 Feet to the East line of a public road;

Thence South 39 degrees 30 minutes East along the East side of said public road 100.5 Feet;

Thence East 395.2 Feet, and

Thence North 90 Feet to the place of beginning,

SPECIFICALLY EXCEPTING THEREFORM THE EAST 20 FEET.

Tract III

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, THE BOUNDARY BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 793.98 FEET TO A POINT; THENCE WEST 558.80 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND AS CONVEYED BY DEED RECORDED IN BOOK 215 OF DEEDS ON PAGE 506 IN THE RECORDER'S OFFICE OF ROCK ISLAND COUNTY, ILLINOIS; THENCE SOUTH 89 DECGREES 45 MINTUES 01 SECOND WEST ON THE SOUTH LINE OF LOT 22 IN MEERSMAN'S ADDITION, A DISTANCE OF 20.00 FEET TO

A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.43 FEET TO A POINT IN THE NORTH LINE OF A TRACT DESIGNATED TAX PARCEL SM-213, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 188.80 FEET TO A POINT IN THE NORTH LINE OF 33RD AVENUE; THENCE SOUTH 89 DEGREES 47 MINUTES 59 SECONDS WEST ON SAID NORTH LINE OF 33RD AVENUE, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 189.06 FEET TO A POINT IN THE NORTH LINE OF SAID TAX PARCEL SM-213 THENCE NORTH 89 DEGREES 56 MINTUES 55 SECONDS EAST ON THE NORTH LINE OF SAID TAX PARECEL SM-213, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE CITY OF MOLINE, COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

EXHIBIT B
SKETCH OF "PREMISES"
(Attached hereto; 1 page)
THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT C

RULES AND REGULATIONS

1. Vendor's Obligation: Vendor shall comply with and shall cause its employees, agents, clients, customers, invitees and guests to comply with the Rules and Regulations for the Premises. Owner shall neither be responsible for any non-observance thereof by other vendors nor have any obligation to enforce same against other vendors.
2. Signs: Any sign, lettering, picture, and/or notice of advertisement installed within the Premises shall be installed at Owner's approval but at Vendor's sole cost.
3. Use of Name: Vendor shall not use the name of the Owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's prior written consent.
4. Obstruction of Access: Vendor, its customers, invitees and guests shall not obstruct sidewalks, entrances, passages, corridors, vestibules, halls, elevators or stairways in, on and about the Premises or Owner's property. Vendor shall not place objects against glass partitions or doors or windows which would be unsightly from the Premises' lobby, or from the exterior of the Premises, and will promptly remove same upon notice from Owner.
5. Noises and Odors: Vendor shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other occupants of the Premises or Owner's property or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Premises or Owner's property or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices inside or outside the Premises without the express written consent of the Owner.
6. Solicitation: Vendor shall not exhibit, sell or offer to sell, use, rent or exchange any item or service from the Premises unless ordinarily embraced within Vendor's use of the Premises specified herein.
7. Peddlers: Peddlers, solicitors and beggars shall be reported to the Owner or Owner's designee or as Owner otherwise requests.
8. Wastage: Vendor shall not waste electricity, water or air conditioning and shall cooperate fully with Owner to assure the most effective operation of the Premises' heating and air conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Vendor's use. Vendor shall keep corridor doors closed.
9. Locks: Door keys for doors in the Premises shall be furnished at the commencement of the Agreement by Owner. Vendor shall not affix additional locks on doors to the Premises or Owner's property and shall purchase duplicate keys only from Owner. No locks shall be changed without the prior written consent of Owner. When the Agreement is terminated, Vendor shall disclose to Owner the combination of any safes, cabinets or vaults left on the Premises.

10. Security of Premises: Vendor assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.

11. Overloading Floors: Vendor shall not overload floors and Vendor must have Owner's prior written consent as to size, maximum weight, routing and location of business equipment/machines, safes and heavy objects. Vendor shall not install or operate any refrigerating, heating or air conditioning apparatus or any other machinery or any mechanical devices without the prior written consent of Owner.

12. Control of Workmen: No person or contractor not employed by or having the written approval of Owner shall be used to perform janitorial work, window washing, cleaning, decorating, repair or other work on the Premises.

13. Dangerous Articles or Activities: In no event shall any person bring into the Premises inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or any other articles of intrinsically dangerous nature. In addition, Vendor shall not permit any use of the Premises which may increase the premium costs of or invalidate any present or future policy of insurance carried on Owner's property or covering its operation. If by reason of the failure of Vendor to comply with the provisions of this Article, any insurance premium for all or any part of Owner's property shall at any time be increased, Owner shall have the option either to terminate this Agreement or to require Vendor to make immediate payment of the whole of the increased insurance premium.

14. Comply with Government Regulations: Vendor shall comply with all applicable Federal, State and Municipal laws, ordinances and regulations and guiding rules, and shall not directly or indirectly make or permit any use of the Premises which may be prohibited by and thereof or may be dangerous to person or property or may increase the cost of insurance and require additional insurance coverage.

15. Unethical Advertising: Vendor shall not advertise the profession or activities of Vendor conducted in the Premises in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such profession or activities.

16. Vending Machine: No vending or dispensing machines of any kind shall be placed in or about the Premises without the prior written consent of the Owner.

17. Vendor Shall Not Interfere With Reserved Rights: Vendor shall not attempt to exercise any of the rights specifically reserved by Owner or interfere in any way with the exercise of these rights by Owner.

18. Non-Smoking Building: The Premises and all common areas of Owner's property are designated as "non-smoking" areas. Vendor and its employees, agents, licensees and invitees shall faithfully observe this smoking restriction.

19. Alcoholic Beverages: No alcoholic beverages shall be served or dispensed on the Premises or any common areas of Owner's property.

EXHIBIT D
VENDOR INVENTORY

Equipment List Provided by Dewey's Café:

Espresso Machine
Espresso Grinder
Bunn Brew System
2 Batch Grinder
Soup Pot
Panini Press
Sandwich Station
Toaster Oven
Convection Oven
Cash Register
Blender
Soft Drink Station
CD Player
2 Deep Freezers
Credit Card Terminal
All Art & Decoration Items

EXHIBIT E

INSURANCE REQUIREMENTS

The City of Moline shall be named as an additional insured.

Certificate Holder should read: City of Moline
619 16th Street
Moline, Illinois 61265

Cancellation should read: ***Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured shall mail 30 days written notice to the certificate holder named to the left and no cancellation thereof shall be effective without such notice to the certificate holder.***

Council Bill/Special Ordinance No. 4052-2014

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and LionGazelle Properties, L.L.C. for the “Hoa-Lan Redevelopment” 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, LionGazelle Properties, L.L.C. (“Developer”) seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property located at 1611 5th Avenue, known as the Hoa-Lan Redevelopment (“Project”); and

WHEREAS, the Project will consist of the redevelopment of the property into four (4) commercial spaces; 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 LionGazelle Properties, L.L.C., for the Hoa-Lan Redevelopment 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

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

LIONGAZELLE PROPERTIES, L.L.C.

“HOA-LAN REDEVELOPMENT“

THIS INDENTURE ("Agreement") made and entered into on this 19th day of September, 2014, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and LionGazelle Properties, L.L.C., an Illinois 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 1611 5th Avenue; to be known as the Hoa-Lan Redevelopment; and

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

- i. Developer to complete the purchase of the building at 1611 5th Avenue; this single (1) property is identified as parcel number: 08-5501;
- ii. Rehabilitation of 1611 5th Avenue into four (4) commercial spaces;

The foregoing elements of the Hoa-Lan 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 number 08-5501, 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 Seven Hundred Thousand, Five-Hundred Dollars (\$700,500). Fifteen percent

(15%) of the total project cost equals One Hundred Five Thousand Seventy Five Dollars (\$105,075). In no event shall the maximum total assistance ever exceed One Hundred Five Thousand Seventy Five Dollars (\$105,075) 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%: 2015 – 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 2014, and the base Equalized Assessed Valuation (EAV) for the base year 2014 for parcel 08-5501 is Fifty One Thousand Seven Hundred Ninety Seven Dollars (\$51,797). The property tax rebate period will start with assessment year 2014 and payment year 2015. 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. 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.
- D. 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.
- E. 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.
- F. Enterprise Zone Benefits. The City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. The City will cooperate and assist the Developer in its application for all Enterprise Zone benefits, if any, but the City does not warrant or assure or guarantee that any such benefits will be available to the Developer.
- G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.

- H. 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.

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.
- 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 1611 5th Avenue, identified as parcel number 08-5501;
 - ii. Rehabilitation of 1611 5th Avenue into four (4) commercial spaces;
- 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 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 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 Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois 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 16 th Street Moline, IL 61265
WITH A COPY TO:	City Attorney 619 16 th Street Moline, IL 61265
TO DEVELOPER:	LionGazelle Properties, L.L.C. Attn: Christopher Schram and Carmen Schram 1412 29 th Street Moline, IL 61265

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

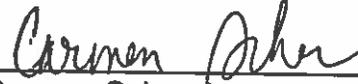
LionGazelle Properties, L.L.C.

DATED: _____

DATED: 9/19/14

By: _____
Scott Raes, Mayor

By: 
Christopher Schram

By: 
Carmen Schram

Attest: _____
Tracy Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

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

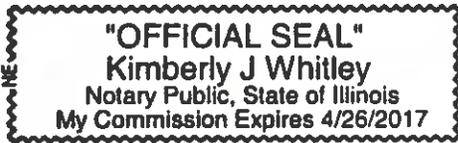
On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **Scott Raes** and **Tracy Koranda** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF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

NOTARY PUBLIC

STATE OF Illinois)
COUNTY OF Rock Island)

SS:

On this 19th day of September, 2014, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Christopher Schram** to me personally known, who being by me duly sworn (or affirmed) did say that he is a Manager of **LionGazelle Properties, L.L.C.**, and that said instrument was signed on behalf of the Corporation; **Christopher Schram** acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.



Kimberly J. Whitley
NOTARY PUBLIC

STATE OF Illinois)
COUNTY OF Rock Island)

SS:

On this 19th day of September, 2014, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Carmen Schram** to me personally known, who being by me duly sworn (or affirmed) did say that she is a Manager of **LionGazelle Properties, L.L.C.**, and that said instrument was signed on behalf of the Corporation; **Carmen Schram** acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.



Kimberly J. Whitley
NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTIONS

Tract I: [1611 5th Avenue, Moline, Illinois] The West Half (W ½) of Lot Number Six (6) in Block Number Twenty-four (24) in that part of the City of Moline known as and called OLD OR ORIGINAL TOWN; situated in the County of Rock Island and the State of Illinois.

EXHIBIT B

DEVELOPMENT TIMETABLE

Close on 1611 5 th Avenue property	10/2014
Begin Construction on 1611 5 th Avenue	10/2014
Complete Construction on 1611 5 th Avenue	12/2014
Occupancy	01/2015

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

HOA-LAN
ESTIMATED INCREMENT WORKSHEET
8/27/2014

Total Project Cost \$ 700,500
EAV Estimate at Completion \$ 595,425 Fair Market Value (85% of project cost)
\$ 105,075 Rebate Amount (15% of Total Project Cost)

ID #	Address	Total Fair Market Value (FMV)	EAV (2014)	"base" EAV (1986)	New EAV	*Project Increment	2013 Tax Rate 9.0085	Development Increment
1	08-5501 1611 5th Avenue	\$595,425	\$ 51,797	\$ 29,389	\$ 198,475	\$ 146,678	9.0085	\$ 13,213
2								
3								
		\$ 595,425	\$ 51,797	\$ 29,389	\$ 198,475	\$ 146,678	9.0085	\$ 13,213

REBATE ESTIMATE WITH REVISED SCHEDULE

No. Of Yrs.	Assmt Yr	Payable Yr	Net Prop. Tax Incre.	Prop. Tax Rebate	% Dev'r. PTX Rebate
1	2015	2016	\$13,213.49	\$13,213.49	100%
2	2016	2017	\$13,477.76	\$13,477.76	100%
3	2017	2018	\$13,747.31	\$13,747.31	100%
4	2018	2019	\$14,022.26	\$14,022.26	100%
5	2019	2020	\$14,302.70	\$14,302.70	100%
6	2020	2021	\$14,588.76	\$14,588.76	100%
7	2021	2022	\$14,880.53	\$14,880.53	100%
Total			\$98,232.81	\$98,232.81	