



MOLINE CITY COUNCIL AGENDA

Tuesday, December 16, 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 Liddell

Roll Call

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.

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

Approval of Minutes

Committee of the Whole and City Council Meeting Minutes of December 2, 2014.

Second Reading Ordinances

1. Council Bill/General Ordinance 3033-2014

An Ordinance Amending Chapter 35, “ZONING AND LAND DEVELOPMENT”, of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS”, Table 35-3401.1.

Explanation: An application to revise the Code was submitted by Roberta Milas and Robert E. Edwards, RWE Management Company to revise the text in Table 35-3401.1 by adding Animal Boarding Services land uses as a Special Use in the B-3 Zoning District. The Plan Commission has reviewed said application and recommends approval of the proposed amendments. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: Public Notice Published October 23, 2014

2. Council Bill/General Ordinance 3034-2014

An Ordinance amending Chapter 2, “ADMINISTRATION,” of the Moline Code of Ordinances, by repealing Sections 2-2200(a) and (b) in their entirety and enacting in lieu thereof new Sections 2-2200(a) and (b) relating to the same subject matter.

Explanation: The City’s Committee-of-the-Whole and City Council meetings are held on the first four Tuesdays of each month beginning at 6:30 p.m.; there are no meetings on the fifth Tuesday of the month and there are exceptions to this schedule for holidays and the months of June, July and August. The number of meetings per year is 43. The Mayor has indicated that he has had difficulty filling vacancies for alderman positions due to the time commitment involved and the low compensation plan, and the Mayor and City staff has determined that some of the meetings have been extremely short in duration and not necessarily time efficient. In an effort to be more efficient, the Mayor and staff propose reducing the number of meetings from 43 per year to 36 (three per month) per a set yearly meeting schedule.

Fiscal Impact: N/A

Public Notice/Recording: Pamphlet Publication

3. Council Bill/Special Ordinance 4053-2014

A Special Ordinance authorizing the Fleet Manager to purchase commodity loads of fuel for the Public Works central fueling facility up to \$30,000.00.

Explanation: The central fuel island at the Public Works facility has 30,000 gallons of underground storage capacity. The most cost effective purchasing strategies typically involve purchasing full loads with a single point of drop. When these come directly from the terminals off of the pipelines, a full load is between 7,200 and 9,000 gallons. These deliveries at current price points can exceed the manager level purchasing threshold identified in Appendix 1 of the Moline Code of Ordinances, which specifies \$14,999.99 as the maximum. To take advantage of the most cost effective methods to purchase fuel, the administration is asking to have the purchasing authority for the Fleet Manager raised to a higher threshold, up to \$30,000.00, for the purpose of purchasing fuel.

Fiscal Impact: N/A

Public Notice/Recording: N/A

4. Council Bill/Special Ordinance 4054-2014

A Special Ordinance granting a perpetual gas and regulator station easement to MidAmerican Energy Company.

Explanation: MidAmerican Energy Company (MidAmerican) would like to expand its current gas easement located on City-owned property at 3620 38th Avenue, Moline. MidAmerican has identified that the gas line running along 38th Avenue has a high risk ranking due to some obsolete technology. MidAmerican would like to install a gas regulator station in the easement to lower the pressure on the line and reduce the stress on the gas lines. The proposed easement would expand the existing easement 20 feet to the north and allow the installation of a gas regulator station.

Fiscal Impact: \$2535 to the City for Fair Market Value of land

Public Notice/Recording: MidAmerican will record

5. Council Bill/Special Ordinance 4055-2014

A Special Ordinance setting the annual meetings schedule for 2015; and authorizing City staff to do all things necessary to notify the media of the annual meetings schedule.

Explanation: Pursuant to City ordinance, an annual meetings schedule of the City Council's proposed regular meetings for the next calendar year must be prepared and provided to any local media that has filed an annual request for said schedule. This ordinance will set the 2015 City Council Board/Committee Meetings Schedule and authorize the required notification.

Fiscal Impact: N/A

Public Notice/Recording: Posted outside of Council Chambers and on City website

Resolutions

6. Council Bill/Resolution 1175-2014

A Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and the Cities of East Moline, Rock Island, Silvis, and Village of Milan and Rock Island County ("Jurisdictions") to allow the communities to submit a joint application for establishment of a Quad Cities Enterprise Zone.

Explanation: The Quad Cities Enterprise Zone will be expiring at the end of next year. Bi-State Regional Commission has identified that the best chance of getting another Enterprise Zone approved by the State of Illinois is to apply before the deadline of December 31, 2014. The Cities of Moline, Rock Island, East Moline, Silvis, Village of Milan and County of Rock Island will all be asking their councils and boards for permission this month to submit a joint application for a new Quad Cities Enterprise Zone. While the new zone will be very similar to the existing, City staff has removed some residential areas and tax-exempt buildings to save space for expansion of the zone. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

7. Council Bill/Resolution 1176-2014

A Resolution amending Budget Resolution #1187-2013 by authorizing changes to various line items in the budget for FY 2014.

Explanation: Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval. These amendments are proposed to reflect recent changes to the current budget that avoid any adverse affect to the City's legal budgetary compliance. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

8. Council Bill/Resolution 1177-2014

A Resolution authorizing the Mayor and City Clerk to execute a Reciprocal Agreement on Exchange of Information between the City of Moline and the Illinois Department of Revenue.

Explanation: A new law (Public Act 98-1058, effective January 1, 2015) impacts the way the Illinois Department of Revenue shares taxpayer information with local governments. All current agreements expire December 31, 2014. A new Reciprocal Agreement on Exchange of Information must be approved before January 1, 2015 to allow the City to continue receiving confidential sales tax information by its authorized personnel from the Illinois Department of Revenue. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: The Finance Director will file with the Department of Revenue

9. Council Bill/Resolution 1178-2014

A Resolution authorizing the Mayor and City Clerk to execute an Agreement with United Healthcare Services, Inc. (United Healthcare) to provide administrative services and reinsurance for medical and prescription drug claims for a one-year period commencing on January 1, 2015.

Explanation: United Healthcare currently provides claims administrative services and reinsurance for the City's health benefits plan. Expected fixed costs for 2015, including reinsurance, for these services increased by 1.2%. Expected claims are projected to increase, resulting in a total increase in cost of 2.4% for medical and prescription drug benefits for 2015. This is below the predicted industry increases of 7-9% for governmental organizations with more than 500 members enrolled. Additional documentation attached.

Fiscal Impact: Budgeted in the Health Fund

Public Notice/Recording: N/A

10. Council Bill/Resolution 1179-2014

A Resolution authorizing the Mayor and City Clerk to execute an Agreement with Midwest Group Benefits to provide administrative services for dental, vision and flexible benefit claims for a one-year period commencing on January 1, 2015.

Explanation: Midwest Group Benefits currently provides claims administrative services for the City's dental, vision and flexible benefits plans. There will be no increase in the administrative costs for these services. Additional documentation attached.

Fiscal Impact: Budgeted in the Health Fund

Public Notice/Recording: N/A

11. Council Bill/Resolution 1180-2014

A Resolution authorizing the Mayor and City Clerk to execute an Agreement with USI Insurance for liability, property and workers' compensation insurance for a period of one year commencing on December 31, 2014.

Explanation: USI Insurance, formerly known as Willis, is the current broker for the City's liability, property and workers' compensation insurance. They have submitted an agreement to provide coverage from December 31, 2014, through December 31, 2015. At \$761,147, the proposal is 0.92% less than the amount budgeted for 2015. The increase from 2014 is 2.7% and is due, in part, to the increase in workers' compensation premium expenses. Additional documentation attached.

Fiscal Impact: These items are budgeted for annually in the Liability Fund.

Public Notice/Recording: N/A

12. Council Bill/Resolution 1181-2014

A Resolution authorizing certain minutes and portions of minutes of Executive Sessions of the City Council to be maintained as confidential until further reviewed by the City Council; and authorizing the remainder of said Executive Session minutes referenced herein to be made available for public inspection.

Explanation: The Open Meetings Act requires a semi-annual review of the closed session minutes for determination of continued confidentiality, or the appropriateness of release to the public. This Council bill fulfills that responsibility.

Fiscal Impact: N/A

Public Notice/Recording: N/A

Omnibus Vote

Non-Consent Agenda

Resolutions

13. Council Bill/Resolution 1182-2014

A Resolution authorizing approval of a Reconciliation Change Order with Langman Construction, Inc. for Project No. 1209, 2014 Drainage Improvements, in the amount of \$8,095.68.

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$8,095.68. 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 \$144,065.00 by 5.69% to \$152,160.68.

Fiscal Impact: Funds are available in account #330-1971-433.08.35

Public Notice/Recording: N/A

Second Reading Ordinances

14. Council Bill/General Ordinance 3035-2014

An Ordinance amending Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Sections 2-2106 and 2-2205 in their entirety and enacting in lieu thereof new Sections 2-2106 and 2-2205 relating to the same subject matter.

Explanation: Under the current ordinance, Aldermen are paid \$100 per meeting actually attended with six paid absences per year. This per-meeting compensation plan, established 1994, does not accurately represent the time spent performing aldermanic duties outside of City Council meetings. City staff has determined that a conversion to an annual salary paid on a bi-weekly basis would not only be a better representation of time spent, but would also be easier for payroll purposes. Furthermore, staff is proposing a slight reduction in the number of City Council meetings to be held, and this change would keep the overall compensation of \$4,600 the same, as it is against State law to increase or decrease the compensation to an elected official during his or her term of office. Staff also recommends raising the salary of each alderman to \$8,000 per municipal year, commencing with the new term of office in May 2017, to more accurately reflect the time spent performing aldermanic duties. Given these proposed changes, an enforcement mechanism should be established to ensure that aldermen attend the regular and special City Council meetings without excessive absenteeism that may cause delay in conducting government business. Excessive absenteeism will be an absence from more than five City Council meetings per municipal year; after five absences within a municipal year, an alderman will be assessed an administrative fee of \$100 per absence and, effective May 2, 2017, \$222 per absence, with said amount to be paid to the City to defray the cost of delay caused by such absenteeism and the cost of compelling such attendance.

Fiscal Impact: N/A

Public Notice/Recording: Pamphlet Publication

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

CB 1182		
Council Member	Aye	Nay
Acri		
Knaack		
Parker		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Mayor Raes		

CB 3035		
Council Member	Aye	Nay
Acri		
Knaack		
Parker		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Mayor Raes		

15. Council Bill/General Ordinance 3036-2014

An Ordinance amending Chapter 31, "TAXATION," of the Moline Code of Ordinances, Article III, "MOTOR FUEL TAX," Section 31-3100, "DEFINITIONS," by repealing said section in its entirety and enacting in lieu thereof one new Section 31-3100 relating to the same subject matter. (Kathy Carr, Finance Director)

Explanation: This Ordinance amendment will allow the City to begin collecting the motor fuel tax on biodiesel and compressed natural gas effective January 1, 2015. This Ordinance was enacted May 25, 1986 when biodiesel and compressed natural gas were not as prevalent as they are today.

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

First Reading Ordinances

16. Council Bill/General Ordinance 3037-2014

An Ordinance affirming the establishment of an Enterprise Zone within the County of Rock Island, Illinois.

Explanation: The Quad Cities Enterprise Zone will be expiring at the end of next year. Bi-State Regional Commission has identified that the best chance of getting another Enterprise Zone approved by the State of Illinois is to apply for another Enterprise Zone before the deadline of December 31, 2014. The Cities of Moline, Rock Island, East Moline, Silvis, Village of Milan and County of Rock Island will all be asking their councils and boards for permission this month to submit a joint application for a new Quad Cities Enterprise Zone. While the new zone will be very similar to the existing, City staff has removed some residential areas and tax-exempt buildings to save space for expansion of the zone. Additional documentation attached.

CONSIDERATION REQUESTED

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)

CB 3036		
Council Member	Aye	Nay
Acri		
Knaack		
Parker		
[REDACTED]		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Mayor Raes		

Consideration		
Council Member	Aye	Nay
Acri		
Knaack		
Parker		
[REDACTED]		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Mayor Raes		

CB 3037		
Council Member	Aye	Nay
Acri		
Knaack		
Parker		
[REDACTED]		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Mayor Raes		

Council Bill/General Ordinance No. 3033-2014

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, Article III, Division 4, "LAND USE REGULATIONS," Section 35-3401, "Table 35-3401.1 Permitted Land Uses," by adding Animal Boarding Services land use as a Special Use in the B-3 Community Business Zoning District.

WHEREAS, an application to revise the Code was submitted by Roberta Milas and Robert W. Edwards, RWE Management Company to allow Animal Boarding Services as a Special Use in the B-3 Community Business Zoning Districts in the City of Moline; and

WHEREAS, on November 12, 2014, upon due notice of hearing, the Plan Commission held a public hearing in regard to the proposed amendments to Chapter 35 of the Moline Code of Ordinances; and

WHEREAS, on said date, the Plan Commission recommended approval of the proposed amendments to the Moline Code of Ordinances' land use designations to include Animal Boarding Services as a Special Use in the B-3 Community Business Zoning District; and

WHEREAS, this Council has received the recommendations of the Plan Commission for the proposed amendment, said recommendation having been formed after public hearing upon due notice, research, and input from City staff; and

WHEREAS, this ordinance will amend Chapter 35 of the Moline Code of Ordinances to incorporate the proposed amendment to Table 35-3401.1 "Permitted Land Uses."

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

Section 1 – That Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, Article III, Division 4, "LAND USE REGULATIONS," Section 35-3401, Table 35-3401.1, is hereby amended by adding Animal Boarding Services land uses as a Special Use in the B-3 Community Business Zoning District which shall read as follows:

**"Table 35-3401.1
Permitted Land Uses**

* * * * *

Type of Land Use													Principal Commercial Land Uses (Sec. 35-3408)			
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)			
					P	P	P	P	P	P	P	P	P			(a) Office
					P	P	P	P	P	P	P					(b) Personal or Professional Service, Limited
						P	P	P	P	P	P					(c) Sales and Service, General
								S	P	P	P					(d) Sales and Service, Intensive
					S	S		S	S	P	P					(e) Sales and Service, In-Vehicle
										P	P					(f) Sales and Service, Outdoor Display
						S	P	P	P	P	P					(g) Restaurant
						P			P	P	P					(h) Lodging
								P	P	P	P					(i) Entertainment, Indoor
S											S	S	S			(j) Entertainment, Outdoor
												P	P			(k) Entertainment, Adult
								S	S	S	P	P	P			(l) Vehicle Repair and Maintenance, Minor
											P	P	P			(m) Vehicle Repair and Maintenance, Major
P	P									S	P	S	S			(n) Animal Boarding Services
											P					(o) Sales and Service, Cannabis Dispensing

* * * * *

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3034-2014

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Sections 2-2200(a) and (b) in their entirety and enacting in lieu thereof new Sections 2-2200(a) and (b) relating to the same subject matter.

WHEREAS, Sections 2-2200(a) and (b) of the Moline Code of Ordinances sets forth the day, time and place of the City's Committee-of-the-Whole and City Council meetings; and

WHEREAS, the City's Committee-of-the-Whole and City Council meetings are held on the first four Tuesdays of each month beginning at 6:30 p.m.; there are no meetings on the fifth Tuesday of the month and there are exceptions to this schedule for holidays and the months of June, July and August; and

WHEREAS, the number of meeting dates per year is 43; and

WHEREAS, the Mayor has indicated that he has had difficulty filling vacancies for alderman positions due to the time commitment involved and the low compensation plan; the Mayor and City staff have also determined that some of the meetings have been extremely short in duration and not necessarily time efficient; and

WHEREAS, in an effort to be more efficient, the Mayor and City staff propose reducing the number of meetings from 43 per year to 36 per year (3 per month) per a set yearly meeting schedule.

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

Section 1 – That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, is hereby amended by repealing Sections 2-2200(a) and (b) in their entirety and enacting in lieu thereof new Sections 2-2200(a) and (b) relating to the same subject matter, which shall read as follows:

**"SEC. 2-2200. DAYS, TIME AND PLACE OF REGULAR MEETINGS;
ADJOURNED MEETINGS.**

(a) The City Council shall meet as a Committee-of-the-Whole at 6:30 p.m. at City Hall on three (3) Tuesdays of each month per a set yearly meetings schedule approved by special ordinance of the City Council at the end of the previous calendar year. The annual meetings schedule of regular meetings shall be prepared, posted and disseminated pursuant to the provisions of Section 2-2201 of the Code. If an alternate meeting date, time or location is deemed necessary by the mayor and/or the City Council, such change shall be made by special resolution of the City Council and proper public notice.

(b) The City Council shall hold its regular meetings at 6:30 p.m., or immediately following the Committee-of-the-Whole Meeting, at City Hall on three (3) Tuesdays of each month per a set yearly meetings schedule approved by special ordinance of the City Council at the end of the previous calendar year. The annual meetings schedule of regular meetings shall be prepared, posted and disseminated pursuant to the provisions of Section 2-2201. If an alternate date, time or location is deemed necessary by the mayor and/or the City Council, such change shall be made by special resolution of the City Council and proper public notice.”

* * * * *

Section 2 – That this ordinance shall be in full force and effect from and after January 1, 2015, pursuant to its passage, approval and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

2015 MOLINE CITY COUNCIL MEETING SCHEDULE

Proposing to go from 43 Meetings to 36

JANUARY

S	M	T	W	T	F	S
				H	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19		21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	H		18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16		18	19	20	21
22	23	24	25	26	27	28
29	30					

APRIL

S	M	T	W	T	F	S
			1	2	H	4
5	6	7	8	9	10	11
12	13		15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	H		27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8		10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

JULY

S	M	T	W	T	F	S
			1	2	H	4
5	6		8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17		19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	H		9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28		30			

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26		28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	H	12	13	14
15	16	17	18	19	20	21
22	23		25	H	H	28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21		23	H	H	26
27	28		30	H	H	

A SPECIAL ORDINANCE

AUTHORIZING the Fleet Manager to purchase commodity loads of fuel for the Public Works central fueling facility up to \$30,000.00.

WHEREAS, the most cost effective purchasing strategies typically involve purchasing full loads with a single point of drop; and

WHEREAS, the Public Works facility has 30,000 gallons of underground storage capacity and a full load is between 7,200 and 9,000 gallons; and

WHEREAS, these deliveries at current price points can exceed the manager level purchasing threshold identified in Appendix 1 of the Moline Code of Ordinances, which specifies \$14,999.99 as the maximum; and

WHEREAS, the administration is asking to have the purchasing authority for the Fleet Manager raised to a higher threshold, up to \$30,000.00, for the purpose of purchasing fuel.

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

Section 1 - That the Fleet Manager is hereby authorized to purchase commodity loads of fuel for the Public Works central fueling facility up to an amount of \$30,000.00 without further authorization.

Section 2 - That this ordinance shall constitute a one-time variance with the Moline Code of Ordinances and any other ordinance or resolutions with which it may conflict and shall not be considered to repeal, alter or void such ordinances or resolutions 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

Fuel Order
 City of Moline, Public Works - Fleet Division

Vendor	Phone #	Contact	Called	Type of Fuel	Order Amount	Cost/gallon	Total Cost	PO#
Blick & Blick [Redacted]	1-800-535-9468	Gene	*	90/10 Ethanol Blend	0	\$0.0000		[Redacted]
				Ultra Low Sulfur Diesel Clear Winterized	7,400	\$2.0260		
				E85	0	\$0.0000		
			\$2.0260	\$14,992.40				
Gold Star F&S [Redacted]	1-800-255-3835	Denny O. Sally	*	90/10 Ethanol Blend	0	\$0.0000		
				Ultra Low Sulfur Diesel Clear Winterized	7,400	\$2.0460		
				E85	0	\$0.0000		
			\$0.0000	\$15,140.40				
Molo Quint, LLC [Redacted]	563.285.1600 888-236-0497	Tom or Chuck	*	90/10 Ethanol Blend	0	\$0.0000		
				Ultra Low Sulfur Diesel Clear Winterized	7,400	\$2.0372		
				E85	0	\$0.0000		
			\$2.0372	\$15,075.28				
			90/10 Ethanol Blend	0	\$0.0000			
			Ultra Low Sulfur Diesel Clear Winterized			\$0.0000	\$0.00	
Ordered from Blick and Blick				90/10 Ethanol Blend	0	\$0.0000		
				Ultra Low Sulfur Diesel Clear Winterized			\$0.0000	\$0.00
				90/10 Ethanol Blend	0	\$0.0000		
				Ultra Low Sulfur Diesel Clear Winterized			\$0.0000	\$0.00
					0		\$0.00	

Council Bill/Special Ordinance No. 4054-2014

Sponsor: _____

A SPECIAL ORDINANCE

GRANTING a perpetual gas and regulator station easement to MidAmerican Energy Company as limited and described herein.

WHEREAS, MidAmerican Energy Company has existing gas easements and gas facilities on City-owned property at 3620 38th Avenue, Moline, Illinois; and

WHEREAS, MidAmerican Energy Company has identified that the existing gas line along 38th Avenue is a high risk line in need of a gas regulator station to regulate the pressure; and

WHEREAS, MidAmerican Energy Company would like to acquire an easement from the City of Moline and install the gas regulator station on City-owned property adjacent to their existing facilities.

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 perpetual easement to MidAmerican Energy Company for a strip of land approximately ten (10) feet by thirty-five (35) feet on City-owned property located at 3620 38th Avenue, Moline, Illinois, as described and limited in the attached sheet and plat incorporated herein by this reference thereto as Exhibit A.

Section 2 – That the perpetual gas and regulator station easement described and limited in Exhibit A be and is hereby granted.

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

Exhibit "A"

Prepared by and return to: Dawn M. Carlson 563.333.8150
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO Box 4350 – DAV4, Davenport, Iowa 52808-9986

**MIDAMERICAN ENERGY COMPANY
GAS AND REGULATOR STATION EASEMENT**

Folder No. 178-14 GR
Work Req. No. DR2445306
Project No. 45371

State of Illinois
County of Rock Island
Section 10
Township 17 North
Range 1 West of the 4th P.M.

1. For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) The City of Moline (Grantor), its successors and assigns, does hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors and assigns, a perpetual, exclusive easement to construct, attach, reconstruct, operate, maintain, replace or remove line(s) and facilities for the transportation of natural gas, including but not limited, regulators, meters, valves, blow-offs, pipe fittings, fencing, protective post barriers, support brackets, piping, line markers and other reasonably necessary above or below ground equipment incident thereto (collectively "facilities") under, upon, and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("easement area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

A parcel of land in part of the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 1 West of the Fourth Principal Meridian, City of Moline, County of Rock Island, State of Illinois, described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 10;

Thence North 00 degrees 00 minutes 00 seconds East along the West line of said Southwest Quarter, a distance of 729.24 feet to the Southerly Right-of-Way Line of 38th Avenue (Coaltown Road);

Thence South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way Line, a distance of 193.00 feet to the point of beginning;

Thence continuing South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way Line, a distance of 127.70 feet to the Northwest corner of the premises conveyed to Ken W. Ferris by Corporation Warranty Deed, as Document Number 98-02505 in the Rock Island County Recorder's Office;

Thence South 00 degrees 29 minutes 20 seconds West along the West line of the premises so conveyed, a distance of 4.94 feet;

Thence North 77 degrees 20 minutes 09 seconds West, a distance of 128.65 feet to the point of beginning.

And also:

That part of the West One-Half (W ½) of the Southwest Quarter (SW ¼) of Section Ten (10) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, described as follows: Commencing at the Southwest corner of said Section Ten (10); thence East along the South line of said Section Ten (10) Three Hundred Ten (310) feet; thence North Six Hundred Sixty and Five Tenths (660.5) feet to the Southerly Right of Way Line of the public highway known as S.A.R. #21; thence North 80° 04' West along said Right of Way Line Three Hundred Twenty and Four Tenths (320.4) feet to the West line of said Section Ten (10); thence South along said section line, Seven Hundred Twenty-Four (724) feet to the place of beginning; EXCEPTING therefrom that portion conveyed to the State of Illinois by Warranty Deed dated April 30, 1968, and filed for record July 12, 1968, and recorded in the Recorder's Office of Rock Island County, Illinois, in Record Book 393 as Conveyance Number 669386; EXCEPTING THEREFROM the following: Commencing at the Southwest Corner of the Southwest Quarter of said Section 10; thence North 00 degrees 00 minutes 00 seconds East along the West line of said Southwest Quarter, a distance of 729.24 feet to the Southerly Right-of-Way line of 38th Avenue (Coaltown Road); thence South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way line, a distance of 193.00 feet to the point of beginning; thence continuing South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way line, a distance of 127.70 feet to the Northwest corner of the premises conveyed to Ken W. Ferris by Corporation Warranty Deed recorded as Document Number 98-02505 in the Rock Island County Recorder's Office; thence South 00 degrees 29 minutes 20 seconds West along the West line of the premises so conveyed, a distance of 4.94 feet; thence North 77 degrees 20 minutes 09 seconds West, a distance of 128.65 feet to the point of beginning; the above described parcel of land contains 0.007 acre, more or less; for the purpose of this description the West line of the Southwest Quarter of said Section 10 has been assigned the bearing of North 00 degrees 00 minutes 00 seconds East; situated in the County of Rock Island and the State of Illinois.

EASEMENT AREA:

A gas and gas regulator station described as follows:

The Easterly Fifteen (15) feet of the Westerly Twenty-Five (25) feet of the Southerly Thirty-Five (35) feet of the Northerly Seventy-five (75) feet of the following described property: That part of the West One-Half (W ½) of the Southwest Quarter (SW ¼) of Section Number Ten (10) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth (4th) Principal Meridian, described as follows:

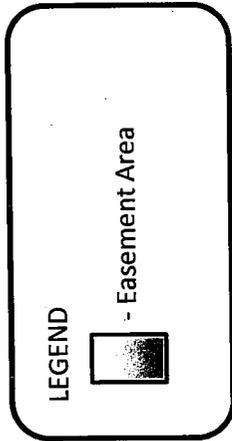
Beginning at the Southwest corner of said Section 10; thence East along the South line of said Section 10, Three Hundred Ten (310) feet; thence North Six Hundred Sixty and Five Tenths (660.5) feet to the southerly right of way line of the public highway known as S.A.R. #121; thence North 80° 04' West along said right of way line Three Hundred Twenty and Four Tenths (320.4) feet to the West line of said Section Ten (10); thence South along said Section line, Seven Hundred Twenty-Four (724) feet to the place of beginning; excepting that portion conveyed to the State of Illinois by Warranty Deed dated April 30, 1968 and filed for record July 12, 1968 and recorded in the Recorder's office of Rock Island County, Illinois in Record Book 393 as Conveyance No. 669386, situated in the County of Rock Island and State of Illinois.

As shown on Exhibit A – attached as shown hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the easement area described above, any obstructions, including but not limited to, trees, plants undergrowth, buildings, fences, and structures that interfere with the proper maintenance of said facilities and equipment.

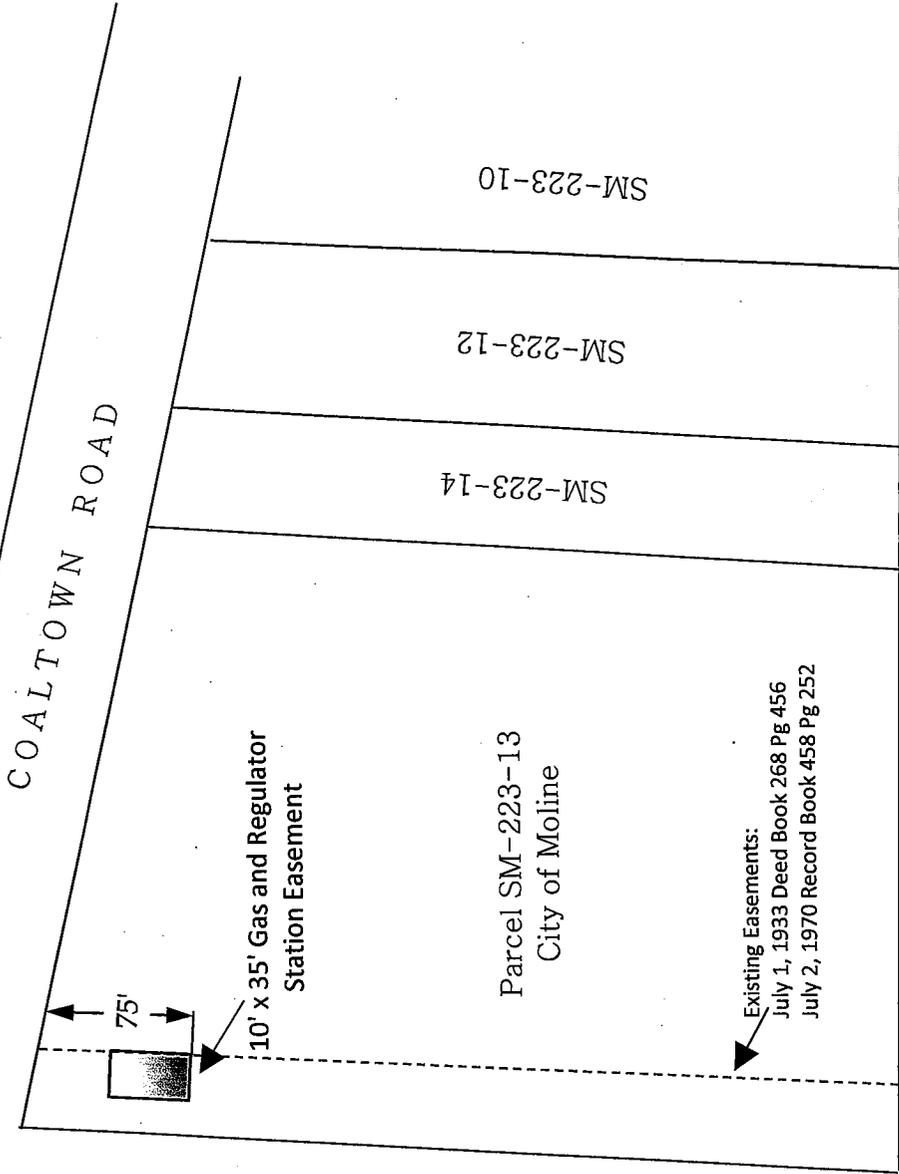
3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the easement area described above, or make any changes in ground elevation without written permission from Grantee indicating that said construction or

EXHIBIT "A"



EASEMENT AREA:

The Easterly Fifteen (15) feet of the Westerly Twenty-Five (25) feet of the Southerly Thirty-Five (35) feet of the Northerly Seventy-Five (75) feet of Parcel No. SM-223-13.



<p>MidAmerican ENERGY <small>CREATING RELIABILITY AT YOUR SERVICE</small></p>	<p>Customer: City of Moline</p> <p>Address: 619 16th Street</p> <p>City: Moline, Illinois 61265</p>	<p>DR # 2445306</p>	
	<p>ROW Agent: DMC</p> <p>Job Desc: Gas and Regulator Station Easement</p>	<p>Scale: Not to Scale</p> <p>Folder #: 178-14 GR</p>	

Council Bill/Special Ordinance No. 4055-2014

Sponsor: _____

A SPECIAL ORDINANCE

SETTING the annual meetings schedule for 2015; and

AUTHORIZING City staff to do all things necessary to notify the media of the 2015 annual meetings schedule.

WHEREAS, pursuant to Section 2-2201 of the Moline Code of Ordinances, an annual meetings schedule of the City Council's proposed regular meetings for the next calendar year shall be prepared and provided to any local media that has filed an annual request for said schedule; and

WHEREAS, adoption of this ordinance will cause the annual meetings schedule to be set and provide for the required notification.

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

Section 1 – That the annual meetings schedule for 2015 is hereby set by the City Council, and City staff is hereby directed to do all things necessary to notify the media of the 2015 City Council Board/Committee Meetings Schedule as shown on Exhibit A attached hereto.

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

December 16, 2014
Date

Passed: December 16, 2014

Approved: January 6, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

2015 CITY OF MOLINE COUNCIL BOARD/COMMITTEE MEETINGS SCHEDULE
(dates times subject to change with notification)

COMMITTEE	LOCATION	TIME	DATES	DATES	DATES	DATES
Committee-of-the-Whole & City Council immediately following	City Hall-2nd Floor Council Chambers 619 16th Street	6:30 p.m. (or as deemed necessary)	Jan 06, 13, ---, 27 Feb 03, 10, ---, 24 Mar 03, 10, ---, 24	Apr 07, ---, 21, 28 May 05, 12, 19, --- Jun 02, ---, 16, 23, ---	Jul ---, 14, 21, 28 Aug 04, 11, ---, 25 Sep 01, ---, 15, 22, ---	Oct 06, 13, 20, --- Nov 03, 10, 17, --- Dec 01, 08, 15, ---, ---
Citizens Advisory Council on Urban Policy (CACUP)	City Hall-2nd Floor Committee-of-the-Whole 619-16th Street	4:00 p.m.	Jan --- Feb --- Mar ---	Apr 20 May 4, 18 Jun 1, 15	Jul --- Aug --- Sep 7, 21	Oct --- Nov --- Dec ---
Consolidated Public Safety Communications Budget Board	East Moline City Hall Conference Room 915 16th Ave, East Moline	4:00 p.m.	Feb 04		Jul 15	
Fire and Police Commissioners	Police Department Community Room 1640 6th Avenue	4:30 p.m.	Jan 13 Feb 10 Mar 10	Apr 14 May 12 Jun 09	Jul 14 Aug 11 Sep 08	Oct 13 Nov 10 Dec 08
Firefighters Pension Board	Central Fire Station Conference Room 1630 8th Avenue	9:00 a.m.	Jan 22	Apr 23	Jul 23	Oct 22
Foreign Fire Tax	Central Fire Station Conference Room 1630 8th Avenue	8:15 a.m.	Jan --- Feb 10 Mar ---	Apr 14 May --- Jun 09	Jul --- Aug 11 Sep ---	Oct 13 Nov --- Dec 08
Historic Preservation Advisory	City Hall-2nd Floor Committee-of-the-Whole 619 16th Street	4:00 p.m.	Jan 12 Feb 09 Mar 09	Apr 13 May 11 Jun 08	Jul 13 Aug 10 Sep 14	Oct 12 Nov 09 Dec 07
Human Rights Commission	City Hall-2nd Floor Committee-of-the-Whole 619 16th Street	4:00 p.m.	Jan 08	Apr 09	Jul 09	Oct 08
Keep Moline Beautiful Commission	Public Works Building Conference Room 3635 4th Avenue	4:30 p.m.	Jan 08 Feb 12 Mar 12	Apr 09 May 14 Jun 11	Jul 09 Aug 13 Sep 10	Oct 08 Nov 12 Dec 10
Library Board of Trustees	Moline Public Library Platinum Room 3210 41st Street	12:00 p.m.	Jan 08 Feb 12 Mar 12	Apr 09 May 14 Jun 11	Jul 09 Aug 13 Sep 10	Oct 08 Nov 12 Dec 10
Park Board	Public Works Building Conference Room 3635 4th Avenue	3:30 p.m.	Jan 22 Feb 26 Mar 26	Apr 23 May 28 Jun 25	Jul 23 Aug 27 Sep 24	Oct 22 Nov --- Dec 03
Plan Commission	City Hall-2nd Floor Council Chambers 619 16th Street	4:00 p.m.	Jan 14, 28 Feb 11, 25 Mar 11, 25	Apr 08, 22 May 13, 27 Jun 10, 24	Jul 08, 22 Aug 12, 26 Sep 09, 23	Oct 14, 28 Nov 18 Dec 09
Police Pension Board of Trustees	Police Department Community Room 1640 6th Avenue	12:00 p.m.	Jan 22	Apr 23	Jul 23	Oct 22
Project Management Team	Renew Moline Conference Room 1506 River Drive	1:30 p.m.	Jan --- Feb 04 Mar 11	Apr --- May 13 Jun ---	Jul 15 Aug --- Sep 09	Oct --- Nov 18 Dec ---
Moline Centre Main Street Commission	QC Chamber of Commerce Suite 310 1601 River Drive	4:00 p.m.	Jan 19 Feb --- Mar 16	Apr 20 May 18 Jun 15	Jul 20 Aug 17 Sep 21	Oct 19 Nov 16 Dec 21
Special Services Area #5 - Bass Street	QC Chamber of Commerce Suite 310 1601 River Drive	3:00 p.m.	Jan 12	May 18	Aug 17	Nov 16
Special Services Area #6 - Downtown	QC Chamber of Commerce Suite 310 1601 River Drive	3:00 p.m.	Jan 19	Apr 20	Jul 20	Oct 19
Traffic Committee	Public Works Building Conference Room 3635 4th Avenue	1:30 p.m.	Jan 06 Feb 03 Mar 03	Apr 07 May 05 Jun 02	Jul 07 Aug 04 Sep 01	Oct 06 Nov 03 Dec 01
Youth Commission	Moline Public Library Platinum Room 3210 41st Street	4:00 p.m.	Jan --- Feb --- Mar 19	Apr 16 May 21 Jun ---	Jul --- Aug --- Sep 17	Oct 15 Nov 19 Dec 17

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and the Cities of East Moline, Rock Island, Silvis and Village of Milan and Rock Island County (“Jurisdictions”) to allow the communities to submit a joint application for establishment of a Quad Cities Enterprise Zone.

WHEREAS, the State of Illinois has enacted the “Illinois Enterprise Zone Act” 20 ILCS 655/1 *et seq.* (hereinafter referred to as “Act”), to alleviate distressed economic conditions in certain depressed areas; and

WHEREAS, there are certain areas in the Jurisdictions that need the particular attention of government, business and labor to attract private sector investment and directly aid the residents thereof; and

WHEREAS, the Jurisdictions have determined it to be in their best interests to join together to work cooperatively to provide for the development, growth and expansion of the private sector within the region by means of relaxed government controls and tax incentives made available through the Act.

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

That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement between the City of Moline and the Cities of East Moline, Rock Island, Silvis and Village of Milan and Rock Island County to allow the communities to submit a joint application for establishment of a Quad Cities Enterprise Zone; 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 16, 2014

Date

Passed: December 16, 2014

Approved: January 6, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit “A”

QUAD CITY ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into as of January 1, 2015, by and among the Cities of East Moline, Moline, Rock Island, and Silvis and the Village of Milan and Rock Island County (hereinafter collectively, “Jurisdictions”).

WITNESSETH:

WHEREAS, the State of Illinois has enacted the “Illinois Enterprise Zone Act” 20 ILCS 655/1 *et seq.* (hereinafter referred to as “Act”) to alleviate distressed economic conditions in certain depressed areas; and,

WHEREAS, the health, safety and welfare of the residents of the Jurisdictions are dependent, in part, upon a healthy private sector and its investment within the Quad City Enterprise Zone and the Jurisdictions; and,

WHEREAS, the development, growth and expansion of the private sector is essential for the retention and growth of the tax base of all taxing districts having jurisdiction in the Quad City Enterprise Zone, and the provision of job opportunities for their citizens and therefore a cooperative and continuous partnership between government and private sector is required; and,

WHEREAS, there are certain areas in the Jurisdictions that need the particular attention of government, business and labor to attract private sector investment and directly aid the residents thereof; and,

WHEREAS, the Jurisdictions have determined it to be in their best interests to join together to work cooperatively to provide for the development, growth and expansion of the

private sector within the region by means of relaxed government controls and tax incentives made available through the Act; and,

WHEREAS, Article 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* provides that any power or powers, privileges or authority which may be exercised by a public agency, may be exercised jointly to the extent no law prohibits such joint exercise of their respective powers, privileges or authority.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND IN FURTHER CONSIDERATION OF THE RECITALS HEREIN ABOVE SET FORTH, IT IS HEREBY AGREED BETWEEN THE JURISDICTIONS, AS FOLLOWS:

Section 1. The foregoing preambles are hereby adopted as if fully restated herein.

Section 2. Description. The area legally described on *Exhibit A* attached hereto and made a part hereof and any areas subsequently certified from time to time by the State of Illinois, or its designated agency or department, are hereby designated an Enterprise Zone pursuant to and in accordance with the Act, subject to certification by the State as in the Act provided, and shall be known as the Quad City Enterprise Zone (hereinafter referred to as “*Enterprise Zone*” or “*Zone Area*”). Any future additions of territory to the Quad City Enterprise Zone shall be as permitted by the Act and shall be subject to the terms and conditions of this Agreement.

Section 2. Qualifications as an Enterprise Zone. The Quad City Enterprise Zone and the Jurisdictions hereby declare and affirm that the Zone Area is qualified for designation as an Enterprise Zone in accordance with the provisions of the Act, and further affirm that:

A. The entire area is a contiguous area, and is entirely within the corporate limits of the Jurisdictions.

B. The entire area comprises a minimum of one-half square mile and not more than fifteen (15) square miles in total area.

C. The area, as lying within the corporate boundaries of the Quad City Enterprise Zone, meets at least three (3) of the criteria as listed in as defined in subsection f. of the Illinois Enterprise Zone Act, as amended, (20 ILCS 655/1 *et seq.*) and any additional criteria established by the Illinois Department of Commerce and Economic Opportunity.

D. On November 25, 2014, a public hearing was conducted within the proposed Enterprise Zone on the questions of whether to create the Enterprise Zone, what local plans, tax incentives and other programs should be established in connection with said Enterprise Zone, and what the boundaries thereof should be, and that public notice was given in at least one newspaper of general circulation within the proposed Enterprise Zone, not more than twenty (20) days nor less than five (5) days before the hearing; and,

F. The area meets the qualifications of Section 4 of the Act.

Section 3. Term. The term of the proposed Enterprise Zone shall commence on January 1, 2016 upon designation and certification by the Illinois Department of Commerce and Economic Opportunity (“DCEO”) pursuant to Section 5.3 of the Act, and shall remain in effect

for a period of fifteen (15) calendar years and subject to review after thirteen (13) calendar years for an additional ten-year extension to commence on the first day of the 16th calendar year.

Section 4. Zone Management. Upon designation as an Enterprise Zone by DCEO, a Zone Management Board (ZMB) shall be formed and comprised of the Administrator, Manager or Economic Development Staff of each Village and City, and County member of the Quad City Enterprise Zone.

- A. The ZMB will be the governing body of the Enterprise Zone and will be responsible for all decisions within the Enterprise Zone.
- B. The ZMB shall elect a chairman.
- C. The ZMB will create the position of Zone Administrator (ZA).
- D. The ZMB may create the position of Assistant Zone Administrator (AZA).
- E. The ZMB will select the Zone Administrator, who shall be employed by the County or a municipality which is party to this Agreement.

Section 5. Zone Administration. The ZA will be responsible for the duties and tasks listed below as needed:

- A. Supervise the implementation of the provisions of this Ordinance and the Act.
- B. Act as a liaison between the Quad City Enterprise Zone and DCEO, and any other state, federal, and local agencies whether public or private.
- C. Request a copy of the map/boundaries of the Enterprise Zone on the websites of each member and shall provide an electronic copy of such map to DCEO.
- D. The Zone Administrator shall be responsible to collect and aggregate the following information:
 - (i) The estimated cost of each building project, broken down into labor and materials.

- (ii) Within sixty (60) days of the end of a project, the actual cost of each building project, broken down into labor and materials.
 - (iii) On or before April 1 of each year, file a copy of the ZMB's fee schedule with DCEO. Zone Administrators shall charge no more than 0.5% of the cost of building materials of the project associated with the specific Enterprise Zone, with a maximum fee of not more than \$50,000.
- E. The ZA may select and recommend to the ZMB an individual to be hired as an Assistant Zone Administrator (AZA).
 - F. Conduct an ongoing evaluation of the Enterprise Zone programs and submit such evaluative reports on an annual basis to the ZMB.
 - G. The ZA shall perform such other duties as identified and assigned by the ZMB to effectively implement the goals of the Enterprise Zone, as hereinafter set forth.

Section 6. Enterprise Zone Benefits. Pursuant to the Act, projects submitted and approved by the Zone Management Organization may be eligible for the following benefits:

- A. Sales Tax Credits. Retailers' Occupation Tax; Each retailer who makes a qualified sale of building materials to be incorporated into real estate in the Quad City Enterprise Zone for the purpose of remodeling, rehabilitation or new construction, may deduct receipts from such sales when calculating the tax imposed by the State of Illinois under and pursuant to Retailers' Occupation Tax Act (35 ILCS 120/5k), subject to the following conditions:
 - (i) The city/Quad City Enterprise Zone has issued a building or other permit required by any of the applicable codes or ordinances of the city/Quad City Enterprise Zone and the total amount of the project as per building or zoning permit exceeds \$20,000;

(ii) The Enterprise Zone Administrator of the Enterprise Zone has issued a certificate of approval, prior to the start of construction, a copy of which is required to be provided to the applicable retailer at the time of sale and maintained by such retailer in its books and records for the purposes of documenting any such deduction;

(iii) The deduction allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of any commercial, industrial, or manufacturing building or structure within the Zone.

B. Permit Fees. In the case of any and all permit fees required and charged by the Cities of East Moline and Silvis and the Village of Milan for the rehabilitation, expansion or new construction of any commercial, industrial, manufacturing or community development assisted projects within the Zone Area, such permit fees (but not the permits themselves) shall be waived in their entirety. The permit fee waiver herein provided for shall include all fees charged for building, plumbing, electrical, zoning, demolition, and excavation permits which a building permit is otherwise required and has been obtained for such rehabilitation, expansion or new construction, but shall not include such permit fees charged for the mere repair or replacement of connection with such rehabilitation, expansion, or new construction. "Mere repair or replacement of electrical, plumbing or mechanical systems" for purposes of this Ordinance means electrical, plumbing or mechanical work but no alteration to buildings or parts thereof other than work set forth in the most recent edition of the building code as adopted by the respective local jurisdiction.

C. All other benefits as permitted by the Act and as approved by DCEO and the Zone Management Organization.

Section 7. Assurances. The Quad City Enterprise Zone and the Jurisdictions agree to participate in the Enterprise Zone to the extent outlined in their respective ordinances, this Agreement, the Enterprise Zone application as may be required by DCEO and the Act.

Section 8. Amendment. This Agreement may be amended by a vote of a number equal to one more than a majority of members duly appointed or elected to the Zone Management Organization. A notice and a copy of the proposed amendment must be provided to each member of the Zone Management Board and the Zone Administrator no less than thirty (30) business days prior to the date upon which the proposed amendment is to be acted upon.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this ____ day of _____, 2014.

Rock Island County, Illinois

By: _____
Chairman

Attest:

Board Secretary

City of East Moline, Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

City of Moline, Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

City of Rock Island, Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

City of Silvis, Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

Village of Milan, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

Council Bill/Resolution No. 1176-2014

Sponsor _____

A RESOLUTION

AMENDING Budget Resolution No. 1187-2013 by authorizing various changes to line items in the FY 2014 Budget; and

AUTHORIZING the Finance Director to do all things necessary to complete said changes.

WHEREAS, the Moline City Council approved the 2014 budget on December 17, 2014; and

WHEREAS, budget amendments are compiled periodically throughout the fiscal year; and

WHEREAS, these amendments are proposed to reflect recent changes to the current budget to avoid any adverse affect to the City's legal budgetary compliance.

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

That Budget Resolution No. 1187-2013 adopting the FY 2014 Budget is hereby amended by changing the following line items:

Account Number	Current Budget	Budget Adjustment	Revised Budget
1) 010-0841-432.04-25 Contractual Repairs	\$78,365	\$36,760	\$115,125
010-9955-481.10-98 Contingency	\$484,360	(\$36,760)	\$447,600

Explanation: City Hall Entry Way Stairs to be funded by General Fund Contingency per C.B. 1056-2014.

2) 261-0775-496.03-61 Payment to agencies	\$0	\$90,000	\$90,000
261-0775-496.03-22 Professional/Technical	\$0	\$10,000	\$10,000
261-0775-496.09-10 Debt Principal	\$0	\$42,000	\$42,000
261-0775-496.09-20 Debt Interest	\$0	\$30,000	\$30,000
261-0000-300.00-00 Reserves	\$0	\$172,000	\$172,000

Explanation: Three Corners Development expenses (Mills at Riverbend Commons)

Account Number	Current Budget	Budget Adjustment	Revised Budget
3) 010-0715-463.03-22 Professional/Technical	\$504,680	\$10,840	\$515,520
010-0000-300.00-00 Reserves	\$61,000	\$10,840	\$ 71,840
234-0775-496.04-27 Other Contractual Services	\$0	\$18,085	\$ 18,085
234-0000-300.00-00 Reserves	\$0	\$18,085	\$ 18,085

Explanation: Carryover unspent façade program funds from 2013 budget to 2014 budget

4) 018-9906-418.04-16 Utilities	\$0	\$2,000	\$2,000
018-0000-300.00-00 Reserves	\$837,250	\$2,000	\$839,250

Explanation: Unanticipated Depot utility payments.

5) 018-9903-418.03-61 Payment to Agencies	\$32,250	\$20,270	\$52,520
018-0000-300.00-00 Reserves	\$837,250	\$20,270	\$857,520

Explanation: Carryover unspent Quad Cities Convention and Visitors contribution from 2013 budget to 2014 budget.

6) 012-9901-418.03-61 Payment to Agencies	\$248,000	\$390,485	\$638,485
012-0000-300.00-00 Reserves	\$31,000	\$390,485	\$421,485

Explanation: CIPRA request from iWireless approved by City Council C.B. 1085-2013 and paid in 2014 when funds were available.

Account Number	Current Budget	Budget Adjustment	Revised Budget
7) 010-0844-431.06-30 Operating Supplies	\$512,040	\$185,490	\$697,530
010-0000-334.90-00 Federal/State Grants	\$239,200	\$185,490	\$424,690

Explanation: FEMA Projects from 2013 Flood completed in 2014. Will be reimbursed by FEMA Grant.

8) 012-9901-418.06-65 Other Supplies/Services	\$100,000	\$60,000	\$160,000
012-0000-365.46-00 Reserves	\$100,000	\$60,000	\$160,000

Explanation: Received more Asset Forfeiture Funds than anticipated.

9) 414-0000-300.00-00 Reserves	\$50,950	\$105,960	\$156,910
414-1523-452.03-21 Seasonal Employment	\$6,500	(\$500)	\$6,000
414-1523-452.06-30 Operating Supplies	\$5,000	\$ 9,355	\$14,355
414-1523-452.06-65 Other Supplies	\$15,000	(\$4,305)	\$10,695
414-1523-452.08-50 Park Contracts	\$40,000	\$101,410	\$141,410

Explanation: Rehab of Garden Center and lighting project at Green Valley proved more costly than budgeted in the Park Gift Fund.

10) 023-0708-492.04-25 Contractual Repairs	\$0	\$58,910	\$58,910
023-0000-300.00-00 Reserves	\$0	\$58,910	\$58,910

Explanation: New Grant received after 2014 budget approved.

Account Number	Current Budget	Budget Adjustment	Revised Budget
11) 234-0000-300.00-00 Reserves	\$0	\$115,730	\$115,730
234-0775-496.02-55 Professional Development	\$1,500	\$100	\$1,600
234-0775-496.05-05 Membership/Publication	\$750	\$500	\$1,250
234-0775-496.08-01 Land Acquisition	\$0	\$109,580	\$109,580
234-0775-496.09-23 Debt Service/Trust Agent	\$0	\$5,550	\$5,550

Explanation: Unanticipated TIF #1 expenditures.

12) 244-0000-300.00-00 Reserves	\$0	\$1,030	\$1,030
244-0775-496.09-23 Debt Service/Trust Agent	\$0	\$1,030	\$1,030

Explanation: Unanticipated TIF #6 expenditures.

13) 245-0000-300.00-00 Reserves	\$5,000,000	\$1,030	\$5,000,000
245-0775-496.09-23 Debt Service/Trust Agent	\$0	\$1,030	\$1,030

Explanation: Unanticipated TIF #7 expenditures.

14) 248-0000-300.00-00 Reserves	\$0	\$50	\$50
248-0775-496.03-22 Professional/Technical	\$0	\$50	\$50

Explanation: Unanticipated TIF #8 expenditures.

Account Number	Current Budget	Budget Adjustment	Revised Budget
15) 260-0000-300.00-00 Reserves	\$0	\$1,961,875	\$1,961,875
260-0775-496.03-22 Professional/Technical	\$0	\$50,000	\$50,000
260-0775-496.03-61 Payments to Agencies	\$0	\$50,000	\$50,000
260-0775-496.04-16 Utilities	\$0	\$500	\$500
260-0775-496.08-01 Land Acquisition	\$0	\$1,861,375	\$1,861,375

Explanation: Unanticipated TIF #11 expenditures.

16) 421-1617-455.03-22 Professional Services	\$53,385	\$79,875	\$133,260
421-0000-300.00-00 Reserves	\$2,100	\$79,875	\$81,975

Explanation: Received unexpected grant, closing out individual funds within the Trust Fund.

17) 261-0000-300.00-00 Reserves	\$0	\$515,000	\$515,000
261-0775-496.03-22 Professional/Technical	\$0	\$335,000	\$335,000
261-0775-496.03-61 Payment to Agencies	\$0	\$100,000	\$100,000
261-0775-496.09-10 Principal	\$0	\$50,000	\$50,000
261-0775-496.09-20 Interest Payment	\$0	\$30,000	\$30,000

Explanation: Unanticipated TIF #2 expenditures.

Account Number	Current Budget	Budget Adjustment	Revised Budget
18) 452-9910-471.09-10 Debt Principal	\$0	\$5,800	\$5,800
452-9910-471.09-20 Debt Principal	\$108,000	\$27,260	\$135,260
452-0000-371.10-00	\$108,000	\$33,060	\$141,060

Explanation: Developer made more debt repayments than estimated.

19) 512-9957-438.04-25 Contractual Repairs	\$0	\$55,000	\$55,000
512-0000-391.10-00 From General Fund	\$35,000	\$20,000	\$55,000
512-0000-300.00-00 Reserves	\$0	\$35,000	\$35,000

Explanation: Carryover unspent Video Gaming Special Project funds from 2013 budget to 2014 budget and budget for cemetery retaining wall expenditure.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to do all things necessary to complete said changes.

CITY OF MOLINE, ILLINOIS

 Mayor
December 16, 2014
 Date

Passed: December 16, 2014
 Approved: January 6, 2015

Attest: _____
 City Clerk

Approved as to Form:

 City Attorney

MEMORANDUM

To: Lewis Steinbrecher, City Administrator

From: Kathleen Carr, Finance Director

Subj: 2014 Recommended Budget Amendments

Date: November 19, 2014

Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval.

<u>Account Number</u>	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Revised Budget</u>
1) 010-0841-432.04-25 Contractual Repairs	\$78,365	\$36,760	\$115,125
010-9955-481.10-98 Contingency	\$484,360	(\$36,760)	\$447,600

Explanation: City Hall Entry Way Stairs to be funded by General Fund Contingency per C.B. 1056-2014.

2) 261-0775-496.03-61 Payment to agencies	\$0	\$90,000	\$90,000
261-0775-496.03-22 Professional/Technical	\$0	\$10,000	\$10,000
261-0775-496.09-10 Debt Principal	\$0	\$42,000	\$42,000
261-0775-496.09-20 Debt Interest	\$0	\$30,000	\$30,000
261-0000-300.00-00 Reserves	\$0	\$172,000	\$172,000

Explanation: Three Corners Development expenses (Mills at Riverbend Commons)

3) 010-0715-463.03-22 Professional/Technical	\$504,680	\$10,840	\$515,520
010-0000-300.00-00 Reserves	\$61,000	\$10,840	\$ 71,840
234-0775-496.04-27	\$0	\$18,085	\$ 18,085
Other Contractual Services			
234-0000-300.00-00 Reserves	\$0	\$18,085	\$ 18,085

Explanation: Carryover unspent façade program funds from 2013 budget to 2014 budget

Account Number	Current Budget	Budget Adjustment	Revised Budget
4) 018-9906-418.04-16 Utilities	\$0	\$2,000	\$2,000
018-0000-300.00-00 Reserves	\$837,250	\$2,000	\$839,250

Explanation: Unanticipated Depot utility payments.

5) 018-9903-418.03-61 Payment to Agencies	\$32,250	\$20,270	\$52,520
018-0000-300.00-00 Reserves	\$837,250	\$20,270	\$857,520

Explanation: Carryover unspent Quad Cities Convention and Visitors contribution from 2013 budget to 2014 budget.

6) 012-9901-418.03-61 Payment to Agencies	\$248,000	\$390,485	\$638,485
012-0000-300.00-00 Reserves	\$31,000	\$390,485	\$421,485

Explanation: CIPRA request from iWireless approved by City Council C.B. 1085-2013 and paid in 2014 when funds were available.

7) 010-0844-431.06-30 Operating Supplies	\$512,040	\$185,490	\$697,530
010-0000-334.90-00 Federal/State Grants	\$239,200	\$185,490	\$424,690

Explanation: FEMA Projects from 2013 Flood completed in 2014. Will be reimbursed by FEMA Grant.

8) 012-9901-418.06-65 Other Supplies/Services	\$100,000	\$60,000	\$160,000
012-0000-365.46-00 Reserves	\$100,000	\$60,000	\$160,000

Explanation: Received more Asset Forfeiture Funds than anticipated.

Account Number	Current Budget	Budget Adjustment	Revised Budget
9) 414-0000-300.00-00 Reserves	\$50,950	\$105,960	\$156,910
414-1523-452.03-21 Seasonal Employment	\$6,500	(\$500)	\$6,000
414-1523-452.06-30 Operating Supplies	\$5,000	\$ 9,355	\$14,355
414-1523-452.06-65 Other Supplies	\$15,000	(\$4,305)	\$10,695
414-1523-452.08-50 Park Contracts	\$40,000	\$101,410	\$141,410

Explanation: Rehab of Garden Center and lighting project at Green Valley proved more costly than budgeted in the Park Gift Fund.

10) 023-0708-492.04-25 Contractual Repairs	\$0	\$58,910	\$58,910
023-0000-300.00-00 Reserves	\$0	\$58,910	\$58,910

Explanation: New Grant received after 2014 budget approved.

11) 234-0000-300.00-00 Reserves	\$0	\$115,730	\$115,730
234-0775-496.02-55 Professional Development	\$1,500	\$100	\$1,600
234-0775-496.05-05 Membership/Publication	\$750	\$500	\$1,250
234-0775-496.08-01 Land Acquisition	\$0	\$109,580	\$109,580
234-0775-496.09-23 Debt Service/Trust Agent	\$0	\$5,550	\$5,550

Explanation: Unanticipated TIF #1 expenditures.

12) 244-0000-300.00-00 Reserves	\$0	\$1,030	\$1,030
244-0775-496.09-23 Debt Service/Trust Agent	\$0	\$1,030	\$1,030

Explanation: Unanticipated TIF #6 expenditures.

Account Number	Current Budget	Budget Adjustment	Revised Budget
13) 245-0000-300.00-00 Reserves	\$5,000,000	\$1,030	\$5,000,000
245-0775-496.09-23 Debt Service/Trust Agent	\$0	\$1,030	\$1,030

Explanation: Unanticipated TIF #7 expenditures.

14) 248-0000-300.00-00 Reserves	\$0	\$50	\$50
248-0775-496.03-22 Professional/Technical	\$0	\$50	\$50

Explanation: Unanticipated TIF #8 expenditures.

15) 260-0000-300.00-00 Reserves	\$0	\$1,961,875	\$1,961,875
260-0775-496.03-22 Professional/Technical	\$0	\$50,000	\$50,000
260-0775-496.03-61 Payments to Agencies	\$0	\$50,000	\$50,000
260-0775-496.04-16 Utilities	\$0	\$500	\$500
260-0775-496.08-01 Land Acquisition	\$0	\$1,861,375	\$1,861,375

Explanation: Unanticipated TIF #11 expenditures.

16) 421-1617-455.03-22 Professional Services	\$53,385	\$79,875	\$133,260
421-0000-300.00-00 Reserves	\$2,100	\$79,875	\$81,975

Explanation: Received unexpected grant, closing out individual funds within the Trust Fund.

Account Number	Current Budget	Budget Adjustment	Revised Budget
17) 261-0000-300.00-00 Reserves	\$0	\$515,000	\$515,000
261-0775-496.03-22 Professional/Technical	\$0	\$335,000	\$335,000
261-0775-496.03-61 Payment to Agencies	\$0	\$100,000	\$100,000
261-0775-496.09-10 Principal	\$0	\$50,000	\$50,000
261-0775-496.09-20 Interest Payment	\$0	\$30,000	\$30,000

Explanation: Unanticipated TIF #2 expenditures.

18) 452-9910-471.09-10 Debt Principal	\$0	\$5,800	\$5,800
452-9910-471.09-20 Debt Principal	\$108,000	\$27,260	\$135,260
452-0000-371.10-00	\$108,000	\$33,060	\$141,060

Explanation: Developer made more debt repayments than estimated.

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512-0000-391.10-00 From General Fund	\$35,000	\$20,000	\$55,000
512-0000-300.00-00 Reserves	\$0	\$35,000	\$35,000

Explanation: Carryover unspent Video Gaming Special Project funds from 2013 budget to 2014 budget and budget for cemetery retaining wall expenditure.

Council Bill/Resolution No. 1177-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Revenue Reciprocal Agreement on Exchange of Information between the City of Moline and the Illinois Department of Revenue.

WHEREAS, the purpose of this Agreement is to exchange confidential sales tax information between the City of Moline's authorized personnel and the Department of Revenue; and

WHEREAS, the original Agreement was executed in October 1989 and last updated September 2010; and

WHEREAS, due to a new law (Public Act 98-1058, effective January 1, 2015), all current agreements expire December 31, 2014; and

WHEREAS, a new Reciprocal Agreement on Exchange of Information must be approved before January 1, 2015 to allow the City to continue receiving confidential sales tax information by its authorized personnel from the Illinois Department of Revenue; and

WHEREAS, the City's authorized personnel for the purposes of this Agreement shall be the City Administrator, City Attorney, Finance Director, Finance Manager and IT Manager.

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 Revenue Reciprocal Agreement on Exchange of Information between the City of Moline and the Illinois Department of Transportation; provided, however, that said Agreement is in substantially similar form and content to that attached and 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 16, 2014

Date

Passed: December 16, 2014

Approved: January 6, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

**Authorized Personnel City of Moline
for the Exchange of Information Between
The City of Moline and the Illinois Department of Revenue
Effective January 1, 2015**

Lewis Steinbrecher, City Administrator
Maureen Riggs, City Attorney
Kathleen Carr, Finance Director
Keith Verbeke, Finance Manager
Ray Forsythe, Planning and Economic Development Director
Nathan Scott, IT Manager

**RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION
BETWEEN THE _____
AND THE
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the "Department"), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the "Reciprocal Agreement") with the Town/City/Village of _____ (the "Municipality") return information obtained pursuant to the Illinois Retailers' Occupation Tax Act, the Service Occupation Tax Act, the Use Tax Act, and the Service Use Tax Act (the "Tax Acts").

It is further agreed that all information exchanged will be used only for the official purposes of the State and of the Municipality and shall be kept confidential in accordance with the Tax Acts. Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to the Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

The Municipality agrees to follow the procedures to protect the confidentiality of information provided in "Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information," which is incorporated into the Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under the Reciprocal Agreement to the Municipality unless and until the Municipality signs Attachment A.

It is agreed that only the chief executive officer of the Municipality will initiate the Reciprocal Agreement on Exchange of Information with the Department. The chief executive officer of the Municipality will provide the Department with a list of names and official titles of municipal personnel designated by him or her as persons exclusively authorized to request return information, view return information, or receive related information on his or her behalf. This list shall be restricted to municipal personnel directly involved in the financial operations of the municipality and the financial information provided by the Department shall not be viewed by or shared with anyone who is not on the list. The Department agrees to provide the Municipality with a written list showing the names and official titles of Department personnel designated by it to request return information, view return information, or receive related information from the Municipality. Both parties agree to furnish additions to and deletions from the lists as they occur. It is agreed that no information provided under the Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.

It is further agreed that either party for administrative reasons may refuse to share information.

The Reciprocal Agreement may be canceled by either party at any time and will be canceled in the event of any unauthorized use or disclosure of State tax return information obtained pursuant to the Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such return information.

Illinois Department of Revenue

Municipality

Director

Chief Executive of the Municipality

Date

Clerk of the Municipality

Date

ATTACHMENT A

MINIMUM STANDARDS REQUIRED TO SAFEGUARD INFORMATION GIVEN AS A RESULT OF A RECIPROCAL AGREEMENT ON THE EXCHANGE OF INFORMATION

1. All requests for information under the Reciprocal Agreement on the Exchange of Information (the "Reciprocal Agreement") will be in writing, on letterhead of the municipality and addressed to the Local Tax Allocation Division at the Illinois Department of Revenue (the "Department").
2. Information received under the Reciprocal Agreement will be kept in a locked storage facility, e.g., locked file cabinet, closet, or desk that is only accessible by persons authorized under the Reciprocal Agreement to receive information. Any information stored in an electronic format shall be password protected and restricted to only those persons on the authorized list provided by the chief executive officer.
3. Any Municipality that receives information under the Reciprocal Agreement will promptly notify the Department when a municipal employee, who has been authorized to receive information under the Reciprocal Agreement, leaves employment of the Municipality or otherwise is no longer authorized by statute or by the Municipality to receive the information.
4. Any Municipality that receives information under the Reciprocal Agreement will report immediately to the Department any possible or suspected breach of confidentiality of the information.
5. The proper method for destruction of information that is no longer needed is shredding or destruction of the CDs.
6. Any Municipality that receives information under the Reciprocal Agreement agrees to allow the Department to physically inspect its facilities to insure proper compliance with these standards.

7. Any person who divulges confidential taxpayer information in any manner, except in accordance with a proper judicial order or as otherwise provided by law, is guilty of a Class B misdemeanor with a fine not to exceed \$7,500.00. Confidential information includes any information collected by the Department from any return or investigation other than name and address of the taxpayer.

The Town/City/Village of _____ agrees to abide by the aforementioned standards in safeguarding the information that it receives pursuant to the Reciprocal Agreement on the Exchange of Information, which it has entered into with the Illinois Department of Revenue.

Signature

Title

Date



#BWNKMGV
#CNXX X132 8477 2XX6#
CITY OF MOLINE
ATTN: SCOTT RAES, MAYOR
1630 8TH AVE
MOLINE IL 61265-2116

November 14, 2014



Letter ID: CNXXX13284772XX6

Account ID: 19271-14816

Dear Local Official:

Public Act 98-1058 made changes to the statute regarding the furnishing of confidential taxpayer information to local governments. As a result of this legislative change, the Illinois Department of Revenue has made changes to the Reciprocal Agreement on Exchange of Information. Your current Reciprocal Agreement on Exchange of Information between your municipality and the Illinois Department of Revenue will expire on December 31, 2014.

Your municipality is required to submit a new signed Reciprocal Agreement on Exchange of Information. The updated agreement can be found on our website at www.tax.illinois.gov under the Local Government section. Please send the new signed agreement and a list of employees, with their titles, who will be authorized to view the information to the following address:

Local Tax Allocation Division (3-500)
Illinois Department of Revenue
101 West Jefferson Street
Springfield, IL 62702

If we do not receive the new agreement, your municipality will not be eligible to receive confidential information after December 31, 2014. This will include the tri-annual remittance reports for the September through December 2014 collection period that are scheduled to be mailed in February 2015.

If you have any questions, please write us or call our Springfield office weekdays between 8:00 a.m. and 4:00 p.m. Our address and telephone number are listed below

John Brodt
Revenue Tax Specialist II

LOCAL TAX ALLOCATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
101 W JEFFERSON ST
SPRINGFIELD IL 62702-5074

(217) 782-2008
(217) 524-0526 fax

RECEIVED

NOV 21

CITY CLERK'S OFFICE

Council Bill/Resolution No. 1178-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement with United Healthcare Services, Inc. (United Healthcare) to provide administrative services and reinsurance for medical and prescription claims for a one-year period commencing on January 1, 2015.

WHEREAS, United Healthcare currently provides claims administrative services and reinsurance for the City's health benefits plan; and

WHEREAS, expected fixed costs for 2015, including reinsurance, for these services increased by 1.2%; and

WHEREAS, expected claims are projected to increase, resulting in a total increase in cost of 2.4% for medical and prescription drug benefits for 2015; this is below the predicted industry increases of 7-9% for governmental organizations with more than 500 members enrolled.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement with United Healthcare to provide administrative services and reinsurance for medical and prescription claims for a one-year period commencing on January 1, 2015; 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 16, 2014

Date

Passed: December 16, 2014

Approved: January 6, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit A

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United" in this Agreement) and City of Moline ("Customer" in this Agreement) is effective August 1, 2014 ("Effective Date"). This Agreement covers the services United is providing to Customer, either directly or in conjunction with one of United's affiliates, for use with Customer's Self-Funded employee benefit plan.

United HealthCare Services, Inc. identifies this arrangement as Contract No.: 902438

By signing below, each party agrees to the terms of this Agreement.

United HealthCare Services, Inc.

185 Asylum Street
Hartford, CT 06103-3408

City of Moline

619 16th Street
Moline, IL 61265

By: _____

By: _____

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

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Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

Agreement Period: The initial Agreement Period is a period of 5 months commencing on the Effective Date. Subsequent Agreement Periods automatically continue for additional 12-month periods until the Agreement is terminated.

Bank: Bank of America, Hartford, Connecticut.

Bank Account: Benefits Demand Deposit Bank Account maintained for the payment of Plan benefits, expenses, and fees.

Employee: A current or former employee of Customer or its affiliated employer as described in Section 2.4.

IRC: The United States Internal Revenue Code of 1986, as amended from time to time.

Network: The group of Network Providers United makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Pharmacy: A pharmacy, including a specialty pharmacy and mail order pharmacy which has entered into or is governed by a contractual arrangement with United under which the pharmacy agrees to provide prescription drug services to Participants.

Network Provider: The physician, or medical professional or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee or dependent who is covered by the Plan.

PHI: Any information United receives or provides on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-Funded health benefits United is administering, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party's business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party's relationship. United's Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to United's Network of healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit, the Prescription Drug List, reimbursement rates, compensation arrangements, and all other financial provisions related to the pharmacy benefits contained in this Agreement. While the Prescription Drug List is considered United's Proprietary Business Information, it may be disclosed in the limited circumstances outlined in this Agreement. This information is collectively known as "United's Financial PBI".

Rebates: All rebates, discounts or other financial incentives (whether access, base, Prescription Drug List (PDL), incentive, market share, volume, or other), and administrative fees which United receives directly or indirectly from

a pharmaceutical manufacturer and which are obtained in connection with prescription drug products dispensed to Participants under the Plan's pharmacy benefit or the medical benefit. Rebates do not include any purchasing discounts, provided that United obtains the same Rebates for prescription drugs regardless of where the prescription is dispensed. Rebates to customers are administered and paid under the medical benefit plan or pharmacy benefit plan as outlined in this Agreement.

Self-Fund or Self-Funded: Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits. United has no liability or responsibility to provide these funds. This is true even if United or its affiliates provides stop loss insurance to Customer.

Summary Plan Description or SPD: The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Systems: Means the systems United owns or makes available to Customer to facilitate the transfer of information in connection with this Agreement.

Tax or Taxes: A charge imposed, assessed or levied by any federal, state, local or other governmental entity.

Urgent Care Claims: A claim for medical services and supplies which meets ERISA's definition of Urgent Care Claim.

Section 2 – Employee Benefit Plan: Customer Responsibilities

Section 2.1 Responsibility for the Plan. United is not the Plan Administrator of the Plan. Any references in this Agreement to United "administering the Plan" are descriptive only and do not confer upon United anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires United to have the fiduciary responsibility for a Plan administrative function, Customer accepts total responsibility for the Plan for purposes of this Agreement including its benefit design, the legal sufficiency and distribution of SPDs, and compliance with any laws that apply to Customer or the Plan, whether or not Customer or someone Customer designates is the Plan Administrator.

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A - Services, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide United with copies of the Summary Plan Description and Employee communications which refer to United or United's services prior to distributing these materials to Employees or third parties. Customer will amend them if United reasonably determines that references to United are not accurate, or any Plan provision is not consistent with this Agreement or the services that United is providing.

Section 2.3 Plan Changes. Customer must provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow United to determine if such change will alter the services United provides under this Agreement. Any change in the services to be provided by United under this Agreement which would be caused by any aforementioned changes must be mutually agreed to in writing prior to implementation of such change. United will notify Customer if (i) the change increases United's cost of providing services under this Agreement or (ii) United is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee or if United notifies Customer that United is unable to reasonably implement or administer the change, United shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon (60) sixty days written notice.

Section 2.4 Affiliated Employers. Customer represents that together Customer and any of its affiliates covered under the Plan make up a single “controlled group” as defined by the IRC. Customer agrees to provide United with a list of Customer’s affiliates covered under the Plan upon request.

Section 3 – Customer Other Responsibilities

Section 3.1 Information Customer Provides to United. Customer will tell United which of Customer’s Employees, their dependents and/or other persons are Participants. This information must be accurate and provided to United in a timely manner. United will accept eligibility data from Customer in the format described in Exhibit A - Services. Customer will notify United of any change to this information as soon as reasonably possible.

United will be entitled to rely on the most current information in United’s possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. United will not be required to make retroactive eligibility changes, process or reprocess claims, but if United agrees to do so, additional fees may apply.

Customer agrees to provide United (or cause Customer’s vendor to provide United), in a timely manner with all information that United reasonably requires to provide Customer’s Participants with disease management services as described in accordance with Exhibit A - Services and United’s program guidelines. United shall be entitled to rely on the information that is provided to United in connection with United’s provision of disease management services to Customer’s Participants.

Section 3.2 Notices to Participants. Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, Customer will notify all Participants that the services United is providing under this Agreement are discontinued.

Section 3.3 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 4 – Services Provisions

Section 4.1 Administrative Services. United will provide the administrative services described in Exhibit A – Services.

Section 4.2 Network Access, Management and Administration. United will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

United generally does not employ Network Providers and they are not United’s agents or partners, although certain Network Providers are affiliated with United. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. United is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through United’s affiliates’ networks, or the payment for services rendered by the provider or facility.

Value Based Contracting Program.

United’s contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with United’s other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due the Network Providers as soon as United makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if United makes the determination that the Network Provider failed to meet a standard, United will return to Customer the applicable amount. United shall provide Customer reports describing the amount of payments made on behalf of Customer’s Plan.

Only the initial claims based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles and agree that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

Section 4.3 Claim Recovery Services. United will provide recovery services for Overpayments, but United will not be responsible for recovery costs except as otherwise stated in this section. United will be responsible for recovery costs and reimbursement of any unrecovered Overpayment only to the extent the Overpayment was due to United's gross negligence.

In some instances, United may be able to obtain Overpayment recoveries by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, the prioritization of Overpayment credits based on the age of the Overpayment in United's system and funding type. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made through offset will be identified in the monthly reconciliation report provided to the designated representative for Customer's Plan.

United will also provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" (or "subrogation"). Customer will not engage any entity except United to provide the services described herein without United's prior approval.

Customer will be charged fees when any of the services described herein are provided by United through a subcontractor or affiliate. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery.

Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less than the full amount of the claim. Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular case. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical. United may initiate litigation to recover payments, but United has no obligation to do so. If United initiates litigation, Customer will cooperate with United in the litigation.

If this Agreement terminates, or, if United's recovery services terminate, United can continue to recover any payments United is in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

Section 4.4 Abuse and Fraud Management. United or its affiliate will provide services related to the detection, prevention, and recovery of abusive and fraudulent claims.

United's Abuse and Fraud Management processes will be based upon United's proprietary and confidential procedures, modes of analysis and investigations.

United will use these procedures and standards in delivering Abuse and Fraud Management services to Customer and United's other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if United decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

Customer delegates to United the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers.

Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. United does not guarantee or warranty any particular level of prevention,

detection, or recovery. United agrees to perform Abuse and Fraud Management services pursuant to the industry standards for such services. If this Agreement terminates, or if United's claim recovery services terminate, United can elect to continue fraud and abuse recoveries that are in progress, and the fees will continue to apply.

Section 4.5 Medical Benefit Drug Rebate Payments. From time to time, United or a subcontractor may negotiate with drug manufacturers regarding the payment of medical benefit Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. Customer will receive 80% of the medical benefit Rebates United receives. United will retain the balance of such medical benefit Rebates as part of United's compensation.

When United negotiates directly with drug manufacturers for the payment of medical benefit Rebates to United, United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates from the drug manufacturer. If United is not able to make payment to Customer within thirty (30) calendar days, United will pay interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay medical benefit Rebates to Customer in the agreed upon amount no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Customer will only receive Customer's medical benefit Rebates to the extent that medical benefit Rebates are actually received by United. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents United from receiving medical benefit Rebates, the amount Customer receives may be reduced or eliminated.

Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for medical benefit Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If Customer or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer's and Plan's entitlement to medical benefit Rebates (including forfeiture of any medical benefit Rebates earned but not paid). In addition, Customer agrees to reasonably cooperate with United in order to obtain medical benefit Rebates.

Subcontractor Compensation: If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of medical benefit Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such products. United will provide information on the amount, if any, retained by the subcontractor as compensation for its services, in advance of Customer's execution of this Agreement. In addition, United will provide Customer with thirty (30) days advance notice of any material increase in or method for subcontractor compensation. If at any time Customer does not find the subcontractor compensation acceptable, Customer may terminate the medical benefit Rebates services after thirty (30) days advance written notice to United.

Section 4.6 Pharmacy Benefit Services. United or its Affiliate will provide the Pharmacy Benefit Services described in this Section 4.6. United will make Network Pharmacies available to Customer's Participants, through United's affiliate. United will determine which pharmacies are Network Pharmacies. Network Pharmacies can change at any time. United will make a reasonable effort to provide Customer with advance notice if any material changes occur to the network. Upon request, United will provide Customer information on the reimbursement rate to United's affiliated Network Pharmacies.

Mail Order Pharmacy Services. United will provide, through its affiliate mail order pharmacy, services for Customer's Participants. Customer's pricing terms for mail order pharmacy services are based on package sizes of 100 units, 16 ounce quantities or the next closest quantity available and at least a 46 day supply. Prescriptions filled through the mail order pharmacy that are less than a 46 day supply will be processed at retail pricing and will be counted with retail utilization. United will retain the difference between the package size of 100 units or 16 ounces and the actual manufacturer's package size which the mail order pharmacy's price is based on.

Prescription Drug List (PDL) Customer has adopted one or more of United's PDLs for use with Customer's benefit plans. Customer agrees not to copy, distribute, sell, or otherwise provide the PDL to another party without United's prior written approval, except to Participants as described below. On termination of this Agreement or if Customer terminates the Pharmacy Benefit Services portion of this Agreement, Customer will stop all use of the PDL.

While Customer is the ultimate decision-maker on selecting the design of Customer's PDL(s), Customer has requested that United supply, and United has assisted Customer with, certain PDL development and management functions including but not limited to drug tiering decisions. United's intent is to provide Customer with the same PDL and management strategies that United develops and employ in the management of United's fully insured business. United makes the final classification of an FDA-approved prescription drug product to a certain tier of the PDL by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the prescription drug product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the prescription drug product's acquisition cost including, but not limited to, available Rebates and assessments on the cost effectiveness of the prescription drug product.

United may periodically down-tier the placement of a prescription drug product among the tiers. These changes may occur without prior notice. Once a year, United may also up-tier the placement of a prescription drug product among the tiers and/or recommend specific prescription drug product exclusions from coverage. United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, and clinical programs. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the member website, or by calling customer service.

Claims Processing. United will process the claims received from a Network Pharmacy in accordance with the Summary Plan Description, as well as the pricing and other terms of the Network Pharmacy's participation agreement. On mail order pharmacy services, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. United maintains systems for processing pharmacy claims and may receive access fees as compensation for services United provides to Network Pharmacies.

Section 4.7 Pharmacy Benefit Rebates.

Allocation and Payment of Rebates. United will negotiate with drug manufacturers for the payment of Rebates to United. The amount of Rebates that is available depends on many factors including whether Customer has an incentive benefit design, arrangements with drug manufacturers, the volume of prescription drug claims and the structure of the PDL. United will pay Customer an amount equal to 88% of the Rebates United receives (and United may pay interest on this amount as described in this Section). United will retain the balance of such Rebates (and any related interest) as part of United's compensation. Customer agrees that all payments associated with Rebates and any related interest are not due and owing to Customer until United actually pays them to Customer pursuant to this Agreement.

Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Service Fees Section such that United has the right to increase the service fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.

United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates, generally four times per year. For any Rebates not paid to Customer within thirty (30) calendar days of United's receipt, United will pay Customer interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay Rebates to Customer in the agreed upon amount no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Payments to Pharmacies. In connection with prescription drug claims, there may be a timing difference between when United withdraws funds from Customer's claims account and when United issues payments to pharmacies and other payees. United may retain interest earned on these amounts during this time. Interest is expected to be paid at overnight deposit rates by United's banking institution.

Customer Compliance. Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Rebates on or the purchase of prescription drug products from any manufacturer with respect to the pharmacy benefits. If Customer or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer's and Plan's entitlement to Rebates (including forfeiture of any Rebates earned but not paid) and/or terminate the pharmacy benefit services. Termination of pharmacy benefit services shall constitute a change in the Agreement as described in the Service Fees Section such that United has the right to increase the services fees for medical management services under this Agreement.

In addition, Customer agrees to reasonably cooperate with United in order to obtain Rebates. Customer will encourage Customer's Participants to use a Network Pharmacy. Customer will also encourage Customer's Participants to electronically access the PDL on United's website, and encourage Participants to share the PDL with their physicians or refer their physicians to the PDL on United's website

Section 5 – Benefit Determinations and Appeals

Section 5.1 Claim Procedures. Customer appoints United a named, fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, and (ii) performing the fair and impartial review of first level internal appeals, and (iii) performing the fair and impartial review of second level internal appeals. As such, Customer delegates to United the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to United under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process.

If it is determined that a benefit is payable, United will issue a check for, or otherwise credit the benefit payment to the appropriate payee.

If United denies a Plan benefit claim, the claimant shall have the appeal rights set forth in the Summary Plan Description, and/or which are required under applicable law. If United determines that all or a part of the benefit is not payable under the Plan, United will notify the claimant of the adverse benefit determination and of the claimant's right to appeal the adverse benefit determination. This notification will be designed to comply with applicable requirements for adverse benefit determination notices.

If, after the exhaustion of the two levels of internal appeal with United, United determines that the Plan benefit is still not available, United will notify the claimant that the adverse benefit determination has been upheld. This notice will be designed to comply with the applicable requirements for adverse benefit determination notices. This determination will be final and binding on the claimant, and all other interested parties, except as otherwise provided under the external review program described in Section 5.2.

Appeals of Urgent Care Claims

Notwithstanding the foregoing, with respect to Urgent Care Claims, United will conduct one review of a denied Urgent Care Claim and issue a final determination as soon as possible, in accordance with applicable law.

Section 5.2 External Review Program. United will notify claimants of the option to request an external review of adverse benefit determinations following the required internal appeal process. United will, in accordance with applicable law: (i) provide claimant with the necessary procedures to obtain the review (ii) coordinate submission of the claimant's case to an independent review organization, and (iii) notify the claimant of the final external review decision. A fee will apply beyond the maximum number of free reviews, as listed in Exhibit B, Service Fees.

Section 6 – Service Fees

Section 6.1 Service Fees. Customer will pay fees for United's services. The service fees listed in Exhibit B of this Agreement are effective for the Agreement Period shown in the Exhibit. In addition to the service fees specified in Exhibit B, Customer must also pay United any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

Section 6.2 Changes in Service Fees. United can change the service fees on each Agreement Period anniversary. United will provide Customer with thirty (30) days prior written notice of the revised service fees for subsequent Agreement Periods. Any such service fee change will become effective on the later of the first day of the new Agreement Period or thirty (30) days after United provides Customer with written notice of the new fees. United will provide Customer with a new Exhibit B that will replace the existing Exhibit B for the new Agreement Period.

United also can change the services fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees, (ii) when there are changes in laws or regulations which affect or are related to the services United is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 12.3 (iii) if the number of Employees covered by the Plan or any Plan option changes by ten percent (10%) or more or (iv) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 10% or more from the assumed average contract size set forth in Exhibit B. Any new service fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

If Customer does not agree to any change in service fees, Customer may terminate this Agreement upon thirty (30) days written notice after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

Section 6.3 Due Dates, Payments, and Penalties. For the Standard Medical Service Fees described in Exhibit B, United will provide Customer with an on-line invoice in advance of the first of each month, typically no later than the 18th of each month. The Due Date for payment of the invoiced amounts is on the first day of the next full calendar month. Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice).

For Shared Savings Program and Facility R&C Charge Determination Program as described in Exhibit B, United will provide Customer with an on-line invoice for the amounts that Customer owes United. In these cases, the Due Date is fifteen (15) days from the date an invoice is made available to Customer (generally around the 18th of each month).

Late Payment: If amounts owed are not paid within fifteen (15) days after their Due Date (“Grace Period”), Customer will pay United interest on these amounts at the interest rate that United charges to its self-funded customers. Customer agrees to reimburse United for any costs that United incurs to collect these amounts. United’s decision to provide Customer with a Grace Period will be based on United’s assessment of Customer’s financial condition, as of the Effective Date, and Customer’s compliance with material financial obligations. If United determines, based on reasonable information and belief, that Customer’s financial condition has deteriorated, or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may remove the Grace Period upon notice to Customer and reserves the right to either charge interest on payments not received after the Due Date or terminate the Agreement if payments are not received by the Due Date.

Section 6.4 Reconciliation. For each Agreement Period, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer’s next payment will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The Due Date for these amounts is the first day of the next calendar month. Customer will pay United within thirty (30) days after receiving notice of the amounts that Customer owes United. For payments made after this thirty (30) day period, Customer will pay United interest on these amounts at the interest rate that United charges to its other self-funded customers.

If the Agreement is terminated, United will pay Customer the amount owed within thirty (30) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within thirty (30) days after receiving notice of the amount owed.

For payments Customer makes after thirty (30) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate that United charge its other self-funded customers.

Section 7 – Providing Funds For Benefits

Section 7.1 Providing Funds for Benefits. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits payable to Participants, Network Providers, or non-Network Providers.

Section 7.2 Bank Account. United, on Customer’s behalf, will open and maintain a Bank Account at the Bank to provide United the means to access Customer’s funds for the sole purpose of payment of Plan benefits, Plan expenses (such as state surcharges or assessments) and, when authorized by Customer, service fees. The Bank Account will be a part of the network of accounts that have been established at the Bank for United’s self-funded customers. The funds in the Bank Account are Customer’s and will not be comingled with any other customer funds.

Section 7.3 Balance In Account. Customer will maintain a minimum balance in the Bank Account in an amount equal to not less than 6 days of expected Bank Account activity. United will establish this amount based on expected Plan benefit payments, with appropriate adjustments for anticipated non-daily activity (e.g., prescription drug benefits and service fee payments) as determined by United. United will determine if circumstances warrant increasing this minimum balance, and will notify Customer if and when the required balance or the amount identified above changes.

The required minimum balance is based on Customer's financial condition as assessed by United. In the event United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may revise the required balance effective five (5) days from the date of notice.

Section 7.4 Issuing and Providing Funds for Checks and Non-Draft Payments. The checks and/or non-draft payments United writes and issues to pay Plan benefits under this Agreement will be written and/or issued from one or more common accounts that are a part of the network of accounts maintained at the Bank for United's self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify United and United will direct the Bank to either reject the checks or to withdraw funds from the Bank Account to fund the checks that are cashed.

Section 7.5 Transfers of Funds. Funds will also be withdrawn from the Bank Account when a transfer of funds United made to pay Plan benefits is completed, such as when an electronic funds transfer has been made to a health care provider to pay benefits under the Plan. United will direct the Bank to withdraw funds from the Bank Account to fund the non-draft payments as they are issued.

Section 7.6 Calls for Funds. The withdrawals for Plan benefits and service fees are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each banking day to satisfy the previous day's liability.

Customer will authorize United to initiate Automated Clearing House (ACH) transfers from Customer's designated benefit funding bank account to the Bank Account for the amount needed to pay claims processed and fees that are due. Every 5 business day(s), United will notify Customer of the amount due and United will within one business day, ACH, initiate transfers from Customer's designated funding bank account to the Bank Account in an amount necessary to pay Plan benefits. The number of days between transfers and the method of transfer are based on Customer's financial condition as of the Effective Date as assessed by United, as well as Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated, or Customer continues to fail to comply with the material financial obligations specified in this Agreement.

Section 7.7 Underfunding. If Customer does not provide the amounts sufficient to maintain the required minimum balance in the Bank Account, or to cover Bank Account withdrawals: (1) Customer must immediately correct the deficiency and provide prompt notice to United. (2) If United learns of the funding deficiency, United will notify Customer within one business day so Customer can correct the deficiency. (3) United may stop issuing checks and non-draft payments and suspend any of its other services under this Agreement for the period of time Customer does not provide the required funding. (4) If Customer does not correct the funding deficiency within three business days of United's notice to Customer, United may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding at the standard rate that United charges to its self-funded customers for underfunding of bank accounts.

Section 7.8 Stop Payments on Outstanding Checks. At Customer's expense, United may place stop payments on checks if United determines that Customer has insufficient funds in its designated benefits funding bank account to honor such checks. United will send a search letter to the payee on all checks that have not been cashed within six (6) months. United will automatically stop payment on all checks that have not been cashed within twelve (12) months and provide Customer with reports Customer needs for the purposes of performing escheat. Customer is solely responsible for determining to file and/or filing unclaimed property once notified, or for making unclaimed payee payments directly.

Section 8 – Term Of The Agreement

Section 8.1 Services Begin. United will begin providing Customer services under this Agreement on the Effective Date. These services apply only to claims for Plan benefits that are incurred on or after the Effective Date.

This Agreement will apply for an initial Agreement Period commencing on the Effective Date and will automatically continue for additional Agreement Periods, unless and until this Agreement is terminated. Following the Effective Date and after Customer has provided three (3) months' worth of funds for the processing of claims and/or the payment of administrative fees, this Agreement is deemed executed by the parties.

Section 8.2 Services End. United's services under this Agreement stops on the date this Agreement terminates, regardless of the date that claims are incurred. However, United may agree to continue providing certain services beyond the termination date, as provided in Exhibit A - Services.

Section 9 – Termination

Section 9.1 Termination Events. This Agreement will terminate under the following circumstances: (i) The Plan terminates, (ii) Both parties agree in writing to terminate the Agreement, (iii) After the initial Agreement Period, either party gives the other party at least sixty (60) days prior written notice, (iv) United gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed United when due under the terms of this Agreement, (v) United gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement, (vi) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party, (vii) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or United and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or (viii) As otherwise specified in this Agreement.

Section 9.2 Funding After Termination. When this Agreement terminates, the funding method for Plan benefits will remain in place for the length of the run-out period. After the run-out period has ended, that funding method will cease and Customer will deposit and maintain in the Bank Account enough funds to cover all checks for Plan benefits that have been issued but not cashed. This balance will remain in the Bank Account for a limited period of time to fund the outstanding checks. This period will be reasonable, as determined by United. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Section 10 – Records, Information, Audits

Section 10.1 Records. United will keep records relating to the services it provides under this Agreement for as long as United is required to do so by law.

Section 10.2 Access to Information. If Customer needs information in United's possession for purposes other than an audit, but in order to administer the Plan, United will provide Customer access to that information, if it is legally permissible, the information relates to United's services under this Agreement, and Customer gives United reasonable advance notice and an explanation of the need for such information.

Customer represents that it has reasonable procedures in place for handling PHI, as required by law. Customer will only use or disclose PHI to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

United will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Customer demonstrates that the information is required by law or for Plan administration purposes.

United also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant or vendor, if Customer requests it. Before United provides PHI to that entity, the

parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

Section 10.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, Customer or a mutually agreeable entity may audit United once each calendar year to determine whether United is fulfilling the terms of this Agreement. Prior to the commencement of this audit, United must receive a signed, mutually agreeable confidentiality agreement.

Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a “big four” public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against United or its affiliates. However, if no “big four” public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used.

Customer must advise United in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by United. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. With respect to United’s transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by United (“Scope”).

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Customer’s expenses and any applicable fees, Customer will also pay any extraordinary expenses United incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by United.

Customer will provide United with a copy of any audit reports within thirty (30) days after Customer receives the audit report(s) from the auditor.

Section 10.4 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement, except that United’s Financial PBI cannot be disclosed by Customer to any third party without United’s express written consent. This provision shall survive the termination of this Agreement.

Section 10.5 Service Auditor Reports. United may make its Type II service auditor report (“Report”) available to United’s self-funded customers each year for Customer’s review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE16). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE16 Type II Report available to United’s self-funded customers. The Report is United’s Proprietary Business Information and shall not be shared with any third parties without United’s prior written approval; provided, however, that Customer can share the Report with: (i) Customer’s independent public accounting firm; and/or (ii) Customer’s consultants, provided that such consultants are not in any way a competitor of United’s and that Customer informs its consultants that the report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted herein, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 10.6 PHI. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement as Exhibit X.

Section 11 – System Access

Section 11.1 System Access. United grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain United's. To obtain access to the Systems, Customer will obtain, and be responsible for maintaining, at no expense to United, the hardware, software, and Internet browser requirements United provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by United in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from United, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

Section 11.2 Security Procedures. Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by United for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to United, and maintain appropriate logs and monitoring of system activity, Customer shall notify United within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by United which impact the System.

Section 11.3 System Access Termination. United reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by United, including any amendments thereto or (ii) immediately on the date United reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section 11 or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, provided however that if run-out is provided in accordance with Exhibit A - Services, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the termination events described in this Agreement, Customer agrees to cease all use of Systems, and United will deactivate Customer's identification numbers, passwords, and access to the System.

Section 12 – Taxes And Assessments

Section 12.1 Payment of Taxes and Expenses. In the event that any Taxes are assessed against United as a claim administrator in connection with United's services under this Agreement, including all topics identified in Section 12.3 Customer will reimburse United through the Bank Account for Customer's proportionate share of such Taxes (but not Taxes on United's net income). United has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. Customer will also reimburse United for a proportionate share of any cost or expense reasonably incurred by United in disputing such Tax, including costs and reasonable attorneys' fees and any interest, fines, or penalties relating to such Tax, unless caused by United's unreasonable delay or unreasonable determination to dispute such Tax.

Section 12.2 Tax Reporting. In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or employer based tax reporting requirements, Customer agrees to comply with these requirements.

Section 12.3 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including, but not limited to, those imposed pursuant to The Patient Protection and Affordable Care Act of 2010 ("PPACA"), as amended from time to time. This includes the funding, remittance and determination of the amount due for PPACA required taxes and fees.

Section 13 – Indemnification

Section 13.1 Customer Indemnifies United. Customer will indemnify United and hold United harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, United incurs, including reasonable attorneys' fees, which arise out of (i) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of Customer or its vendors', subcontractors' or authorized agents' obligations under this Agreement or any other agreements entered into with such third parties on Customer's behalf (ii) Customer's material breach of this Agreement (iii) a breach of any other agreements United enters into with such third parties on Customer's behalf, all as determined by a court or other tribunal having jurisdiction of the matter (iv) third party claims brought against United as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws). This provision shall survive the termination of this Agreement.

Section 13.2 United Indemnifies Customer. United will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that Customer incurs, including reasonable attorneys' fees, which arise out of (i) United or its vendors' gross negligence or willful misconduct in the performance of United or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) United's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and United's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

Section 14 – Plan Benefits Litigation

Section 14.1 Litigation Against United. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or healthcare provider against United to recover Plan benefits related to its duties under this Agreement ("Plan Benefits Litigation"), United will select and retain defense counsel to represent its interest.

Section 14.2 Litigation Against Customer. If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest.

Section 14.3 Litigation Against United and Customer. If Plan Benefits Litigation is begun against the Plan and United jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

Section 14.4 Litigation Fees and Costs. All reasonable legal fees and costs United incurs will be paid by Customer (except as provided in Section 13.2) if United gives Customer reasonable advance notice of United's intent to charge Customer for such fees and costs, and United consults with Customer in a manner consistent with United's fiduciary obligations on United's litigation strategy.

Section 14.5 Litigation Cooperation. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

Section 14.6 Payment of Plan Benefits. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

Section 14.7 Survival. This provision shall survive the termination of this Agreement.

Section 15 – Mediation

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in Hartford, Connecticut or a mutually agreeable site. Nothing

herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 16 – Miscellaneous

Section 16.1 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

Section 16.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, United can assign this Agreement, including all of its rights and obligations to United's affiliates, to an entity controlling, controlled by, or under common control with United, or a purchaser of all or substantially all of United's assets, subject to notice to Customer of the assignment.

Section 16.3 Governing Law. This Agreement is governed by the applicable laws of the State of Connecticut. This provision shall survive the termination of this Agreement.

Section 16.4 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

Section 16.5 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

Section 16.6 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 16.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 16.8 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants United permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for United to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

Section 16.9 Producer Compensation. United pays brokers and agents (referred to collectively as "producers") compensation for their services in connection with the sale of United's third party administrative services, in compliance with applicable law. United pays "base commissions" based on factors such as the type of services sold, total amount of administrative fees, group size, and number of employees. These commissions are reflected in the administrative service rate. In addition, United may pay bonuses pursuant to bonus programs established from time to time which are designed to encourage the provision of information regarding new products and provide incentives to achieve production targets, persistency levels, growth goals and other objectives. Bonuses are not reflected in the administrative service fees but are paid from United's general administrative expenses. In general, United's total bonuses are less than 10% of total producer compensation paid but the percentage may be higher in certain situations. It is United's policy not to pay commissions to producers with respect to a product for which the customer is also paying the producer a commission or other fee. Please note United also makes payments from time to time to producers for services other than those relating to the sale of services (for example, compensation for services as a general agent or as a consultant). United has taken steps to ensure that producers properly disclose their compensation arrangements to their customers, but United cannot guarantee the producer's compliance. For general information on United's producer payment arrangements, including the approximate percentage of total compensation that total bonus payments comprise, please go to <http://www.uhc.com> and search for "Producer Compensation" or click "legal" at the bottom of the screen and select the tab for "Overview of Producer

Compensation” For specific information about the compensation payable with respect to Customer’s particular situation, Customer should contact its producer.

EXHIBIT A – SERVICES

The following are the administrative services United has agreed to provide to Customer. Customer may request that United provide services in addition to those set forth in this Agreement. If United agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by United, for these additional services.

The Services described in this Exhibit will be made available to Customer’s eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

A. ACCOUNT MANAGEMENT SERVICES

Service	Comments
Implementation and maintenance of account.	
Enrollment meetings and support for locations that meet United’s criteria.	Minimum six weeks notice of meeting.
Standard initial enrollment kit.	
Bulk mailing of initial enrollment kits to Customer based on United’s criteria.	
Ongoing account management including: <ul style="list-style-type: none"> ● Designated account resources. ● Ongoing management and review of benefits and data. 	
Standard accounting structure based on United’s criteria: <ul style="list-style-type: none"> ● Suffixes to accommodate separate claims reporting for different benefit plans. ● Claim accounts to accommodate separate claims data for different locations and groups. 	Maximum of 25 distinct suffix/account splits.
Maintenance of up to 3 separate benefit plans.	
Electronic Bill Presentment and Payment (EBPP) , which provides capabilities to: <ul style="list-style-type: none"> ● View invoices online. ● Sort and search enrollee information. ● Download billing information. ● Remit payment online. 	
Online administration services accessed through United’s Employer eServices Web site including online eligibility maintenance and claim status inquiry.	Customer reporting is included to the extent indicated in Section D. eServices Customer Reporting Services.
Issuance of HIPAA Certificates of Creditable Coverage	
Summary Plan Description (SPD) Assistance. United will prepare a customized draft of an SPD, either for each plan or multiple plans, as mutually agreed upon with one additional draft, in response to Customer’s comments, and a final draft SPD. “Plan”, for purposes of this paragraph, means each individual plan design administered by United. The SPD will be in English. United will print each SPD in its standard size and with United’s standard cover in a quantity equal to 110% of the number of Employees participating in the plan, and ship to a single location and/or post online.	<p>If the SPD is not finalized sufficiently in advance of the Effective Date of United’s services, United will either (i) utilize the summary of Plan benefits and exclusions that United has created based on its understanding of Customer’s Plan design and which Customer has reviewed and approved or (ii) create, at United’s discretion, an operational SPD which will be based upon the summary of Plan benefits that Customer has reviewed and approved. United will administer claims and otherwise provide its services in accordance with this summary of Plan benefits and exclusions or operational SPD, as the case may be, and it will govern and remain in full force and effect until a final SPD is provided to United.</p> <p>If United is providing Drafts only or if Customer is producing the Final SPDs, Printing of SPDs will be at an additional cost.</p>
Summary of Benefits and Coverage: <ul style="list-style-type: none"> ● Electronic version in United’s standard format. ● For medical Plans administered by United. ● Initial request and up to 1 amendment per year. 	

B. ELIGIBILITY MANAGEMENT SERVICES

Service	Comments
Standard ID Card production and issuance.	United has assumed the addition of Customer's logo in an acceptable format to the ID card.
Alternative member ID numbers generated by United (not based on SSN).	
Electronic Eligibility Processing	
Electronic Enrollment processing: <ul style="list-style-type: none"> Each submission to be a single consolidated file. Separate eligibility submissions for COBRA. Initial load of primary physician data (when applicable) to be supplied electronically with ongoing changes submitted via Employer eServicesSM Web site. 	
Submission format: <ul style="list-style-type: none"> UnitedHealth Group[®] Standard 3005 Format; HIPAA 834 Compliant Format; or HR-XML format. Single data source required. Submission frequency: <ul style="list-style-type: none"> Changes file daily in combination with a full population file on a monthly schedule. Or <ul style="list-style-type: none"> Changes file weekly or bi-weekly in combination with a full population file on a monthly or quarterly schedule. Or <ul style="list-style-type: none"> Full file weekly or bi-weekly. Transmission method: <ul style="list-style-type: none"> FTP with United's approved encryption or direct connect. 	

C. UNDERWRITING AND FINANCIAL SERVICES

Service	Comments
Overall program accounting (year-end reconciliation).	
Claim projections.	
Annual Projection of cost impact for benefit design changes.	
Annual Projection of conventional premium equivalent rates.	
Annual Reserve estimates.	
Annual government filings of 1099 reports to the IRS regarding payments made to physicians and other health care professionals.	
Provide required data necessary to enable Customer to file Form 5500.	

D. eSERVICES[®] CUSTOMER REPORTING SERVICES

Service	Comments
An online customer reporting system including up to five customer IDs.	
Reporting Access Levels: <ul style="list-style-type: none"> Standard – Basic report package of “subscription” financial and utilization information produced on a pre-scheduled basis. Select – In addition to the Standard features, interactive access to eCR tools allowing the user to customize report parameters to facilitate detailed views of the data. Includes a broad array of membership and utilization reports. Expanded – In addition to the Select features, allows the user greater ad-hoc and customizable capabilities to obtain detailed performance information. 	Customer's access level is based upon its election. Expanded Level reports are available to customers with Select Level reporting on an ad hoc basis for an additional charge per report.

Service	Comments
Non-standard or ad hoc reports	Fees are determined on a report-specific basis
United reserves the right, from time to time, to change the content, format and/or type of its reports.	

E. CLAIMS ADMINISTRATION SERVICES

Service	Comments
Claims for Plan benefits must be submitted in a form that is satisfactory to United in order for it to determine whether a benefit is payable under the Plan's provisions. Customer delegates to United the discretion and authority to use United's claim procedures and standards for Plan benefit claim determination.	
Implementation of Customer's benefit plans.	
Claim history load from one prior carrier using United's standard process.	
Standard claims processing including: <ul style="list-style-type: none"> ● Re-pricing and payment of claims. ● Auto and manual adjudication using proprietary software. ● Claim edit/review and cost containment program ● Pending and subsequent claim review. 	
Standard claim forms (when applicable).	
Medical claim review of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy.	
Standard coordination of benefits for all claims with automated investigation once every 12 months.	
Production and distribution of monthly Health Statements.	
Processing of run-out claims (meaning claims incurred prior to the termination date) for six (6) months following termination.	<p>If the Agreement terminates because Customer fails to pay United fees due, fails to provide the funding for the payment of benefits, or United terminates for any other material breach, run-out will not apply.</p> <p>The fee for run-out claims processing is equal to the last two months' Standard Service Fees in effect at the time of termination. If Customer terminates this Agreement at the end of the initial Agreement Period, a matured Standard Service Fee will be used as the basis for the run-out fee.</p> <p>United will bill Customer for the full amount of run-out fee that Customer owes, generally one month prior to the Agreement's termination date. The full payment of run-out fees is due and payable before run-out claims processing will begin. United will only process run-out claims if Customer is current with all Service Fee obligations at time of termination.</p> <p>Suspension of Run-out Processing If Customer does not pay the run-out fees it owes United when due as set forth above, United will notify Customer. If Customer does not make the required payment within five (5) business days of United's notice to Customer, United may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment.</p> <p>Termination of Run-out Processing Run-out claims processing will terminate: (1) the date United gives Customer notice of termination because Customer did not pay the run-out fees Customer owed United when due as set forth above, or (2) if Customer fails to provide the required funds for payment of benefits under the terms of this</p>

Service	Comments
	Agreement. Such termination shall apply to all claims regardless of dates of service.
Application of subrogation services.	
Abuse and Fraud Management Recovery Program.	The fee includes all work to identify recovery opportunities, research, conduct data analysis, investigate, negotiate settlements without the use of outside counsel, and draft legal documents. If outside counsel is retained for a group of payers seeking the recovery, a proportionate amount of the outside legal fees, equal to the payer's exposure in the case to the total exposure in the case, will be deducted from the gross recovery amount, after the fee has been deducted. Customer will be given the option to participate or decline participation in the settlement.
Hospital Bill Audit Program.	
Credit Balance Recovery Program.	
Advanced Analytics and Recovery Services	United or its affiliate will use a combination of large scale analytics, information and analysis to identify post-adjudication claims for additional overpayment opportunities.

F. MEMBER SERVICES

Service	Comments
Toll-free access to a customer care unit using a dedicated number	
Employee access to a member website enabling Participants to: <ul style="list-style-type: none"> ● Check claim status. ● Check eligibility information. ● Search for providers and online health information. 	

G. MEDICARE SERVICES

Service	Comments
Medicare Secondary Payer Reporting. United shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions ("Reporting Requirements") in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. United shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data.	Customer agrees to provide to United in a timely manner and in an agreed upon format any and all data that United requires to comply with the Reporting Requirements.

H. NETWORK SERVICES

Service	Comments
Network access, management and administrative activities	Standard on all network plans.
UnitedHealth PremiumSM Designation Program	Available in designated markets.
Network access to chiropractic and complementary alternative medicine providers	
Physical Health Clinical Support Program for Chiropractic and Complementary Alternative providers.	
Transplant Solutions (TS) Services <ul style="list-style-type: none"> ● Transplant Network via Centers of Excellence (COE) ● Transplant Access Program (TAP) Network ● Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee. 	
Reasonable and customary charge guidelines for out of network surgical, medical, lab and x-ray claims.	

Service	Comments
Shared Savings Program Application of the Shared Savings Program provides additional savings on select non-Network facility and physician claims not eligible for standard network discounts. Program provides access to discounted charges made available to United from health care providers who contract or will negotiate with, a third party to provide such discounted charges.	The services under this program provide access to provider discounts only and do not include credentialing of providers or other Network services. United is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services under the Shared Savings Program. Either party can terminate the Shared Savings Program at any time for any reason with written notice.
Facility Reasonable & Customary Charge Determination Program. This program provides for reduction of facility billed charges in accordance with appropriate guidelines.	United can terminate the program in whole or in part at any time for any reason
Access to Extended Networks (leased networks)	Available at an additional charge.

I. CARE MANAGEMENT AND OUTREACH SERVICES

Service	Comments
Personal Health Support , an integrated personal health management program using a designated team of nurses and incorporating elements of care management core activities such as case management and support around specific treatment decisions. A pregnancy program, consumer engagement notification program including gaps in care messaging, and a predictive model specific to Customer are also included.	Coordination with external vendors is subject to an additional fee.
Medical policy functions , as guided by a medical director.	Standard on all managed plans.
Disease Management Programs	Coordination with external vendors is subject to an additional fee.
Complex Medical Conditions: <ul style="list-style-type: none"> ● Cancer Resource Services ● Congenital Heart Disease Resource Services ● Healthy Pregnancy ● Kidney Resource Services 	
Alternate Care Proposals (ACP) which provide appropriate and cost effective health care services and supplies alternatives that would otherwise not be covered by the Plan.	Customer consents to United's use and administration of the ACP program and delegate to United the discretion and authority to develop and revise ACPs.
Activation programs to engage Participants including , monthly health statements member call services, and access to member portal with consumer messaging	
Predictive modeling , using data from a proprietary system, to identify individuals at risk and offer proactive programs to improve their health status.	Standard on all managed plans. Additional charges apply for integrating an outside vendor's pharmacy data.

J. UNITED BEHAVIORAL HEALTH — MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

Service	Comments
<p>Behavioral Health Solutions, Full Care Management</p> <ul style="list-style-type: none"> • Network access, development and maintenance. • Ongoing case management. • Outpatient care management. • Inpatient care management. • Outcomes measurement. • Claims processing, adjudication and member services. • Account management, reporting and communication materials. • Interface with employee assistance program (EAP) vendors. 	

K. EMPLOYEE HEALTH EDUCATION AND MEDICAL SELF-CARE PROGRAM SERVICES

Service	Comments
<p>NurseLineSM - provides 24-hour access to registered nurses.</p> <p>Care24SM — works in conjunction with NurseLine and Employee Assistance Program (EAP) to provide 24-hour registered access to clinical, wellness, financial, legal or counseling resources.</p> <p>HealthAtoZ – providing members with access to online Health and Wellness content/health assessments/health coaching, personal health records, and automated messaging.</p>	

L. UNITEDHEALTH ALLIES[®] DISCOUNT PROGRAM

Service	Comments
<p>Basic UnitedHealth Allies[®] Discount Program enabling plan participants to access pre-negotiated savings on certain out-of-pocket health care purchases. The discount value program is not a health insurance plan.</p>	<p>The Basic UnitedHealth Allies[®] Discount Program can be made available to non-covered employees or employees participating in plans not administered by United for an additional fee.</p>

M. MANAGED PHARMACY SERVICES

Service	Comments
<p>Integrated Pharmacy Services including:</p> <ul style="list-style-type: none"> • Claims processing • Eligibility management • Benefits management • Reporting (available through eServices) • Retail Pharmacy Network Management. • Mail Order Services. • Customer Care Center Services - Toll-free access to customer care voice response unit (for location of network pharmacies), and a pharmacist • Specialty Pharmacy • Support staff and account management 	<p>Postage paid return envelopes are <u>not</u> included and are not available.</p>
<p>Standard Clinical programs such as standard notification, quantity level limits, and quantity per duration.</p> <p>Additional programs such as dispense as written (DAW) interventions, retail flags and edits, maximum allowable cost pricing (retail), and generic and mail order programs.</p>	

EXHIBIT B – SERVICE FEES

This exhibit lists the service fees Customer must pay United for its services during the term of the Agreement. These fees apply for the period from August 1, 2014 through **December 31, 2015**. Customer acknowledges that the amounts paid for administrative services are reasonable.

Administrative Service Fees – Standard Medical Service Fees

The Standard Medical Fees listed below are based upon an estimated minimum of 603 enrolled Employees.

The Standard Medical Service Fees are the sum of the following:

August 1, 2014

- \$35.10 per Employee per month covered under the Choice Plus or Indemnity portion of the Plan.

January 1, 2015

- \$33.50 per Employee per month covered under the Choice Plus or Indemnity portion of the Plan.

Average Contract Size:

August 1, 2014: 2.27

January 1, 2015 2.28

Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs obtained through the mail order Network Pharmacy for generic drugs is AWP-57% excluding specialty drugs. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Administrative Service Fees - Non-Standard Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans it does not administer.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
Facility R&C Charge Determination Program -- United will bill Customer for the amounts Customer owes United. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months	Fee for United's services, equal to thirty-five percent (35%) of the amount of reductions obtained through United's efforts
Shared Savings Program	Customer will pay a fee equal to thirty-five percent (35%) of the "Savings Obtained" as a result of the Shared Savings

	Program. "Savings Obtained" means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.

Other

Reporting Reimbursement

United will provide a reporting reimbursement to help Customer mitigate costs associated with reporting. The reimbursement will be paid through a credit to Customer's fees after (a) the Agreement is executed and (b) the first month's Administrative Service Fees have been received by United. This credit is available during the period January 1, 2015 to December 31, 2015. If Customer terminates the Agreement prior to December 31, 2015, Customer will pay us a prorated portion of this reimbursement

\$5,000 Reporting Reimbursement in 2015

EXHIBIT C – BUSINESS ASSOCIATE AGREEMENT ADDENDUM

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. on behalf of itself and its Affiliates (“Business Associate”) and City of Moline (“Covered Entity”) (each a “Party” and collectively the “Parties”) and is effective on August 1, 2014 (Effective Date).

The Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended and supplemented by HITECH, as each is amended from time to time (collectively, “HIPAA”).
- 1.2 “Affiliate”, for purposes of this BAA, means any entity that is a subsidiary of UnitedHealth Group.
- 1.3 “Breach” means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 C.F.R. 164.402.
- 1.4 “Breach Rule” means the federal breach regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Part 164 (Subpart D).
- 1.5 “Compliance Date” means the later of the September 23, 2013 or the effective date of the Agreement.
- 1.6 “Electronic Protected Health Information” (or “ePHI”) means PHI that is transmitted or maintained in Electronic Media.
- 1.7 “HITECH” means Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. 17921-17954, and all associated existing and future implementing regulations, when and as each is effective.
- 1.8 “PHI” means Protected Health Information, as defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received, maintained created or transmitted on behalf of, Covered Entity by Business Associate in performance of the Services.
- 1.9 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.10 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.11 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Sections 4.3 through 4.7, as amended by written agreement of the Parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

- 2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and as of the Compliance Date comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA and/or Agreement.

- 2.3 without unreasonable delay, report to Covered Entity: (i) any use or disclosure of PHI not provided for by this BAA and/or Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notifications in accordance with the notification requirements set forth in the Breach Rule, and shall pay for the reasonable and actual costs associated with those notifications. In the event of a Breach, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, Business Associate shall provide Covered Entity with written notification in accordance with 45 C.F.R. 164.410 that includes a description of the Breach, a list of Individuals (unless Covered Entity is a plan sponsor ineligible to receive PHI) and, in the event the delegation set forth above has been triggered, a copy of the template notification letter to be sent to Individuals.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 2.7 document, and within thirty (30) days after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 provide access, within twenty (20) days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524 including as of the Compliance Date, providing or sending a copy to a designated third party and providing or sending a copy in electronic format.
- 2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI, as requested by Covered Entity, all in accordance with 45 C.F.R. 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

- 3.1 shall identify the records it furnishes to Business Associate it considers to be PHI for purposes of this BAA.
- 3.2 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.3 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations to the extent any may limit Business Associate's ability to use and/or disclose PHI as permitted or required under this BAA unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation. In addition, if those limitations or revisions materially increase Business Associate's cost of providing services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

- 3.4 shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, including this BAA, in accordance with the standards and requirements of HIPAA, before and during the transmission of such PHI to Business Associate.
- 3.5 shall obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior furnishing to Business Associate the PHI for use and disclosure in accordance with this BAA.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 De-identify any and all PHI received or created by Business Associate under this BAA, which De-identified information shall not be subject to this BAA and may be used and disclosed on Business Associate's own behalf, all in accordance with the De-identification requirements of the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 identify Research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board or privacy board waiver that meets the requirements of 45 C.F.R. 164.512(i)(1) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such Research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation.
- 4.6 make PHI available for reviews preparatory to Research and obtain and maintain written representations in accord with 45 C.F.R. 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a Research protocol or for similar purposes preparatory to Research, that the PHI is necessary for the Research, and that no PHI will be removed in the course of the review.
- 4.7 use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. 164.514(e).
- 4.8 use and disclose the LDS referenced in Section 4.7 solely for Research or Public Health purposes or for the Health Care Operations of the Covered Entity, provided that Business Associate shall: (i) not use or further disclose the information other than as permitted by this Section 4.8 or as otherwise Required by Law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Section 4.8; (iii) report to Covered Entity any use or disclosure of the information not provided for by this Section 4.8 of which Business Associate becomes aware; (iv) ensure that any agents to whom Business Associate provides the LDS agree to the same restrictions and conditions that apply to Business Associate with respect to such information; and (v) not identify the information or contact the Individuals.

5. TERMINATION

- 5.1 Termination. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this BAA then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The

breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may terminate the Agreement and/or this BAA.

5.2 Effect of Termination or Expiration. After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. MISCELLANEOUS

6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.

6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.

6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

EXHIBIT D-Stop Loss Fees

THE AMENDED FINANCIAL TERMS ARE AS FOLLOWS:

This Exhibit D shall not alter, vary, or affect any previously agreed to financial terms that are not amended by this Exhibit D.

The following financial terms are effective for the period 01 January 2015 to 31 December 2015.

Adjustments to Fees

Medical: 902438

Pharmacy: 902438

Stop Loss Expenses: Group agrees to pay the following Stop Loss expenses:

\$29.01 PEPM Specific Stop Loss
\$04.51 PEPM Aggregate Stop Loss
\$33.52 Total SL costs PEPM

Council Bill/Resolution No. 1179-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement with Midwest Group Benefits to provide administrative services for dental, vision and flexible benefit claims for a one-year period commencing on January 1, 2015.

WHEREAS, Midwest Group Benefits currently provides claims administrative services for the City's dental, vision and flexible benefits plans; and

WHEREAS, there will be no increase in the administrative costs for these services.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement with Midwest Group Benefits to provide administrative services for dental, vision and flexible benefit claims for a one-year period commencing on January 1, 2015; 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 16, 2014

Date

Passed: December 16, 2014

Approved: January 6, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Addendum to Administrative Service Agreement

Between Midwest Group Benefits and the City of Moline

Effective January 1, 2015

Administrative Fees

Dental and Vision

\$250.00 Annual Compliance Fee

\$3.00 per participant per month

\$20.00 monthly reconciliation fee

Flexible Benefit Plan

\$500.00 Annual Compliance Fee

\$4.50 per participant per month

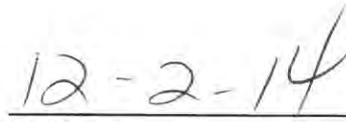
\$12.00 Annual debit card fee (optional)

Signature
City of Moline



Signature
Midwest Group Benefits, Inc.

Date



Date

Council Bill/Resolution No. 1180-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement with USI Insurance for liability, property and workers' compensation insurance for a period of one year commencing on December 31, 2014.

WHEREAS, USI Insurance's quote for renewal of City liability, property and workers' compensation insurance policies for a period of one year commencing December 31, 2014, through December 31, 2015, on a self-insured retention (SIR) represents a 2.7% increase from 2014; and

WHEREAS, USI Insurance has provided a proposal that is 0.92% less than the amount budgeted for 2015; and

WHEREAS, the self-insured retention policies allow City staff to exercise more control over liability, property and workers' compensation claims.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement with USI Insurance for liability, property and workers' compensation insurance for a period of one year commencing December 31, 2014; 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 16, 2014

Date

Passed: December 16, 2014

Approved: January 6, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

BROKERAGE SERVICE FEE AGREEMENT

THIS AGREEMENT, effective as of December 31, 2014 is by and between City of Moline (“Client“), located at 619 16th Street; Moline, IL 61265 and USI Midwest LLC (“USI”), located at 1800 River Drive; Moline, IL 61265.

WHEREAS, Client has appointed USI as its broker of record for Client’s insurance program described below, and

NOW, THEREFORE, in consideration of the following, Client agrees to engage USI, and USI hereby agrees to perform the services described below.

1. **SCOPE OF SERVICES**

A) Risk Management

1. Negotiate coverage terms, premiums, and the placement of coverage with insurers, for Client’s **Commercial Property/Casualty** insurance program described as follows:

General Liability
Liquor Liability
Employee Benefits Liability
Public Entity Management Liability
Law Enforcement Liability
Property
Crime
Inland Marine
Auto Liability/Physical Damage
Cyber Liability
Public Entity Employment Related Practices Liability
Excess Liability
Property – Docks
Excess Workers Compensation

2. Review insurance policies for conformity with the insurers’ proposals and obtain necessary revisions.
3. Obtain from the insurers and promptly deliver to Client the requested insurance policies, endorsements, and related documentation on the understanding that Client will also review all such documents delivered to Client and promptly advise USI of any revisions that may be needed;
4. Verify the accuracy of each binder, certificate, endorsement, premium audit, and premium adjustment, and other documents received from Client’s insurer(s), and obtain revisions from insurers when needed.
5. Prepare certificates of insurance as requested by Client and as appropriate.

6. Prepare a schedule of Client's insurance policies, including the names of the insurers, policy numbers, term, limits of liability, deductibles, retentions, payment plans and the estimated annual premium.
7. Monitor the financial strength of the insurer(s) providing Client's coverages, and inform Client in the event that the A.M. Best rating of such insurer(s) is reduced below "A-".
8. Assist Client in developing and maintaining the underwriting-related information required to obtain insurance coverage, relying on the information provided by Client on the understanding that Client shall be responsible for the accuracy such information.
9. Furnish continuing advice, technical assistance and counsel to Client, as requested by Client.
10. Provide periodic forecasts of ultimate losses to Client in reliance on information provided by insurers and Client.

B) Claims, Loss Control & Engineering

1. Monitor the loss control assistance provided by Client's insurers, evaluate the insurers' recommendations submitted and attempt to negotiate amendments where requested by Client and as appropriate.
2. Provide detailed loss data to Client on a periodic basis, based on data from the insurers or, if available, from USI's databases.
3. Analyze Client's loss data to determine trends in causes and sites of incidents, and provide the data analysis to Client on a periodic basis.
4. Monitor the claim services provided by Client's insurers, including assistance with claims submission interpretation of insurance policies.
5. Attend claims review meetings convened by Client's insurers as requested by Client.
6. Analyze reserve amounts allocated for claims by insurers and notify Client as to increases.
7. Monitor problematic claims regularly.
8. Conduct loss control surveys at the Client's facilities as agreed in writing by Client and USI.

USI reserves the right to re-negotiate this Agreement in the event that the hours of service provided by USI exceed the fees set forth in Section 2. **However, no renegotiation shall be valid until both parties sign a written memorandum specifying the additional compensation.**

As respects all Loss Control and Engineering services described above, USI does not offer any warranty, either express or implied, that such services shall result in either monetary savings or claim payments by insurers to Client. In addition, Client acknowledges that USI, in performing a Loss Control analysis, cannot identify or detect every possible hazard, risk or legal violation that may be present in Client's operation or premises.

C) Existing Insurance Policies

The services to be provided by USI hereunder are provided for the exclusive benefit of Client. The services, recommendations, proposals and information provided by USI are not to be distributed to, used by or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/policies that was in effect prior to the effective date of this Agreement, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/policies. USI will neither assume nor accept liability for any deficiencies, errors or oversights inherent in such policy/policies until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

D) Additional Services

The services described above are the only services to be provided by USI to Client under this Agreement. Any additional services requested by Client, and any related compensation, shall be separately negotiated by USI and Client and described in an amendment to this Agreement.

Notwithstanding the foregoing, to the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

2. BASIS OF COMPENSATION

In consideration of the services provided by USI, Client will pay USI an annual fee of \$5,000,

Payment Terms – Annual; Full Pay

and

a commission of 12.5% for each carrier for the Travelers Public Sector Program, 18% for Travelers Property Docks Program and 10% for Safety National's Excess Workers Compensation program.

The fee is in addition to the net premium paid for the coverages placed for Client by USI.

If USI is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time USI places the coverage. USI will be paid the commission percentage stated for the placement of your insurance as indicated, and will earn and retain the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is agreed to in writing.

USI's compensation for the services excludes federal, state and local sales, use, excise, receipts, gross income and other similar taxes or governmental charges which may be imposed. Client is responsible for paying any such taxes or charges (except for taxes imposed on the net income of USI) now imposed or becoming effective during the term of this Agreement. In addition to the premium and our compensation, USI may invoice Client for any federal, state and local sales, use, excise or other similar taxes, unless Client provides USI with a valid tax exemption acceptable to us.

In the event of the renewal of this Agreement, payments of such fee installments shall continue to be made on the annual anniversaries of these payment dates.

In the event of mergers, acquisitions, or other substantial changes in Client's business which result in a material increase in the work required of USI under this Agreement, the fee set forth above shall be subject to good faith re-negotiation. **However, no renegotiation shall be valid until the Client signs a written memorandum specifying the additional compensation.** In the event that Client requests USI to place new lines of insurance, USI will be entitled to accept commissions on such placements, unless USI and Client modify this Agreement to take into account the additional services which will be provided to Client.

3. TERM OF CONTRACT

The initial term of this Agreement shall be one year from the effective date of this Agreement. This Agreement shall renew automatically, unless terminated in accordance with Section 4, Termination of Agreement, hereof.

4. TERMINATION OF AGREEMENT

This Agreement will renew annually after the initial term, unless either party gives written notice to the other party of non-renewal at least sixty (60) calendar days prior to the end of the initial term or any renewal term. The Client may terminate this Agreement during any renewal term, after the initial term, upon sixty (60) days' written notice to USI. In the event of any non-renewal or termination of this Agreement, the fee as set forth in Section 2 shall be deemed fully earned and payable to USI as of the beginning of the term in the year in which such non-renewal or termination occurs. All work product provided by USI to Client pursuant to this Agreement shall be the property of Client.

USI's obligation to render the services under this Agreement ends on the effective date of termination of this Agreement. USI will assist in the orderly transition of matters to Client or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after termination of the Agreement. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, USI may provide services after the termination of this Agreement for mutually agreed additional compensation. Nevertheless, we will, process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

5. ASSIGNMENT

Neither Client nor USI shall assign, solicit or transfer their rights or obligations under this Agreement without prior written consent of the other, and such consent shall not be unreasonably withheld.

6. CONFIDENTIALITY

"Confidential Information" shall mean non-public information revealed by or through a party to this agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing

- A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.
- B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.
- C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.
- D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the

Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

- E. Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

7. INTELLECTUAL PROPERTY

USI shall retain all title, copyright, patent, trademark, and all other intellectual property rights to all USI developed computer programs models and tools and to their output and to all USI developed methodologies and documents used in performance of the services under this agreement.

8. CONFLICTS OF INTEREST

USI shall report immediately to Client any circumstance in which USI is in a conflict-of-interest and cannot provide the services in accordance with the terms of this Agreement. Promptly thereafter, we shall meet and discuss in good faith what steps need to be undertaken with respect to the services and the provision thereof by USI.

9. PREMIUM /HANDLING OF FUNDS

Client shall provide immediately available funds for payment of premium by the payment dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by insurers.

USI will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements or restrictions of applicable state and federal laws and regulations.

In the ordinary course of business USI will receive and retain interest on premiums paid by Client from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to Client after we receive such funds.

10. SURPLUS LINES TAXES AND OTHER FEES

In the event that USI or a USI affiliate procures coverages for Client from a surplus lines insurance company, Client will be responsible for payment of surplus lines taxes on such coverage. Client will also be responsible for payment of fees or surcharges required by law. In all such cases, USI will endeavor to identify such taxes and fees to Client, but the liability for payment of these taxes, fees and surcharges is assumed by Client. USI will not under any circumstances pay, transmit or be responsible for the payment of any surplus lines tax or fee.

11. USI'S POLICY REGARDING COMPENSATION FROM INSURERS AND INTERMEDIARIES

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. The Client agrees to pay compensation to USI for the placement of insurance pursuant to this written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom the Client's insurance is placed, or with the insurance intermediary we use to place the Client's insurance. Such agreements do not affect or modify in any way USI's responsibilities to the Client. The Client may obtain information about the nature and source of such compensation expected to be received by USI, and, if applicable, compensation expected to be received on any alternative quotes pertinent to the Client's placement upon Client's request.

Generally speaking, USI will annually receive from the various insurers with which it places risks about 1% to 1.5% of its total annual premium placements as contingent compensation. Historically, such compensation has been computed based upon a variety of factors and variables, including but not limited to the loss history of Client's coverages, the volume of total coverages placed by USI with the insurer, the period of time over which the coverages were placed with the insurer, and other considerations. In any event, the Client is invited to obtain as much detail as it wishes from USI on the computation of the particular contingent compensation applicable to its placement.

12. REPORTING CHANGES IN EXPOSURE

Client shall promptly notify USI with respect to all material changes in exposure and all changes in loss-related information. USI shall promptly notify the affected insurance companies of such changes.

13. INSURER SOLVENCY

USI does not guarantee the solvency of any insurer with which it places Client's risks.

14. SEVERABILITY

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

15. AGREEMENT CONSTRUED UNDER STATE LAWS

This Agreement is to be executed and performed in the State of Illinois and shall be construed in accordance with the laws of such State.

16. CHANGES TO BE IN WRITING

This Agreement may be amended only by a written agreement executed by both USI and Client.

17. WAIVERS

The failure of USI or Client to insist on strict compliance with this Agreement, or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether oral or written, with respect to its subject matter.

19. RECORD RETENTION

USI will retain its records of all matters relating to this Agreement in accordance with USI's record retention policy, (a copy of which will be made available to Client upon request), and all applicable laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CITY OF MOLINE

BY: _____
Name: _____
Title: Authorized Representative

USI MIDWEST LLC

BY: John Barrett 12/3/14
Name: JOHN BARRETT
Title: Authorized Representative

Insurance Program 2015
Property, Casualty and Workers Compensation

Travelers Insurance	Limits (Occurrence/Aggregate)	SIR	2014 Premium	2015 Premium	Difference	% Difference
Auto Liability	\$1,000,000	\$50,000	\$80,290	\$75,646	-\$4,644	-5.8%
Catastrophic Property Damage-Public Works	\$3,500,000	\$25,000	\$21,154	\$22,212	\$1,058	5.0%
Catastrophic Property Damage-Police Department	\$500,000	\$25,000				
Property Damage - Vehicles over \$100,000	Replacement Cost	\$2,000/\$5,000				
Garagekeeper's (3 parking garages)	\$1,000,000	\$1,000/\$5,000 Comp				
Garagekeeper's (3 parking garages)		\$1,000 Collision				
Cyber Liability	\$1,000,000/\$1,000,000	\$5,000	\$5,669	\$5,952	\$283	5.0%
Employee Benefits	\$1,000,000/\$3,000,000	\$25,000	inc in G/L	inc in G/L		
Employee Practices Liability	\$1,000,000/\$2,000,000	\$100,000	\$51,945	\$54,542	\$2,597	5.0%
Excess (Umbrella)	\$10,000,000	\$10,000	\$79,686	\$79,686	\$0	0.0%
General Liability	\$1,000,000/\$2,000,000	\$100,000	\$117,047	\$119,919	\$2,872	2.5%
Liquor Liability	\$1,000,000	\$100,000	inc in G/L	inc in G/L		
Paramedics/Nurse Malpractice	\$1,000,000	\$100,000				
Law Enforcement Legal Liability	\$1,000,000/\$2,000,000	\$50,000	\$113,216	\$115,696	\$2,480	2.2%
Property	\$138,000,876	\$25,000	\$139,043	\$144,671	\$5,628	4.0%
Art	\$250,000/\$25,000 in transit	\$1,000				
Boiler & Machinery	\$133,700,941	\$25,000				
Computers	\$1,310,883	\$1,000				
Contractors/Inland Marine	\$3,211,658	\$5,000	\$13,808	\$14,503	\$695	5.0%
Crime	\$1,000,000	\$10,000	\$3,261	\$3,443	\$182	5.6%
Docks Ded. Ice/wind/hail \$25,000/Flood \$50,000	\$174,941	\$5,000	\$4,629	\$4,768	\$139	3.0%
Mine Subsidence	\$750,000	\$25,000				
Monies	\$25,000	\$1,000				
Papers	\$2,600,000	\$2,500				
Public Officials Legal Liability	\$1,000,000/\$2,000,000	\$25,000	\$42,174	\$44,283	\$2,109	5.0%
Terrorism Endorsement	Adds peril					
Travelers Total			\$671,922	\$685,321	\$13,399	2.0%
Safety National Insurance	Limits (Occurrence/Aggregate)	SIR	2014 Premium	2015 Premium	Difference	% Difference
Workers Compensation	Statutory Limit	\$750,000	\$64,387	\$70,826	\$6,439	10.0%
Police Officers & Firefighters		\$750,000				
Jones Act		\$750,000				
Employer's Liability	\$1,000,000	\$750,000				
Willis Consulting Fee			\$5,000	\$5,000	\$0	0.0%
Grand Total			\$741,309	\$761,147	\$19,838	2.7%

Council Bill/Resolution No. 1181-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING certain minutes and portions of minutes of Executive Sessions of the City Council to be maintained as confidential until further reviewed by the City Council; and

AUTHORIZING the remainder of said Executive Session Minutes referenced herein to be made available for public inspection.

WHEREAS, the City Council of the City of Moline is required by statute to periodically meet to review the minutes of all closed sessions (Executive Sessions) to determine the appropriateness of retaining said minutes as confidential or conversely disseminating said minutes to the public; and

WHEREAS, such a meeting took place on December 9, 2014; and

WHEREAS, the City Council has found that certain minutes of the Executive Sessions for past meetings should be released with the exception of those requiring continued confidential treatment.

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

That the following Executive Session minutes are to be released, partially released, or maintained as confidential, until further review and order of the City Council, with those released minutes to be made available for public inspection as required by 5 ILCS 120/2.06(c).

FULL RELEASE:

08/12/2014

09/02/2014

11/04/2014

PARTIAL RELEASE: All Minutes for which partial release was maintained in Resolution No. 1109-2014 shall be continued as partially released in addition to the following:

12/09/2014 – Paragraph 1

MAINTAIN CONFIDENTIALITY: All Minutes for which confidentiality was maintained in Resolution No. 1109-2014 shall be continued as confidentiality maintained in addition to the following:

08/26/2014

09/16/2014

10/07/2014

10/14/2014

11/18/2014

12/09/2014 – Paragraph 2

CITY OF MOLINE, ILLINOIS

Mayor

December 16, 2014
Date

Passed: _____
December 16, 2014

Approved: _____
January 6, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1182-2014
Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Reconciliation Change Order with Langman Construction, Inc. for Project No. 1209, 2014 Drainage Improvements, in the amount of \$8,095.68.

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 \$8,095.68; 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 \$144,065.00 by 5.69% to \$152,160.68.

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 Langman Construction, Inc. for Project No. 1209, 2014 Drainage Improvements, in the amount of \$8,095.68; 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 16, 2014

Date

Passed: December 16, 2014

Approved: January 6, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1209

Description: 2014 Drainage Improvements

Contractor : Langman Construction

Date : 12/01/14

Change Order No. : 1 and FINAL

Sheet 1 of 1

CONTRACT	
Original Contract	\$144,065.00
Changes To-Date	\$8,095.68
Adjusted Contract	\$152,160.68
% Change	5.6%

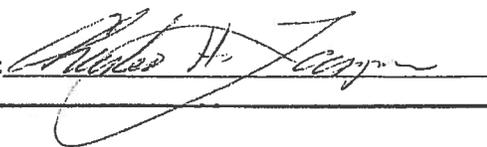
* Item	Description	Quantity	Unit	Price	Addition	Deduction
STORM						
1	TREE REMOVAL	0	ACRE	\$30,000.00		
2	EMBANKMENT	0	CY	\$33.00		
3	FURNISHED EXCAVATION	0	CY	\$40.00		
4	SEEDING, CLASS 1 COMPLETE	0	L.SUM	\$1,000.00		
5	SEEDING, CLASS 3	0	L.SUM	\$4,500.00		
6	SODDING SPECIAL COMPLETE	0	L.SUM	\$2,700.00		
7	STONE DUMPED RIPRAP, SPECIAL	0	TONS	\$50.00		
8	SCOUR STOP MATS	-64	SF	\$14.00		(\$896.00)
9	CHECK DAMS	0	EA	\$200.00		
10	PLANTER REMOVAL AND REPLACEMENT	0	L.SUM	\$1,000.00		
11	REMOVE & REINSTALL FENCE	0	L.SUM	\$250.00		
12	SIDEWALK REMOVAL	-40	SF	\$2.00		(\$80.00)
13	PCC SIDEWALK, 4"	-40	SF	\$7.50		(\$300.00)
14	NYOPLAST INLINE DRAIN WITH DOME, 18"	0	EA	\$1,500.00		
15	NYOPLAST BASIN, 18" W/DOME, 18"	0	EA	\$1,500.00		
16	NYOPLAST BSN, 18" W/LT DUTY STANDARD, 18"	0	EA	\$1,350.00		
17	STORM SEWER, 10"	20	LF	\$110.00	\$2,200.00	
18	STORM SEWER, 24"	0	LF	\$130.00		
19	PRD FLARED END SECTION, 24"	0	EA	\$1,200.00		
20	CONCRETE COLLAR, 24"	0	EA	\$150.00		
*	EXTRA BORROW	1	CY	\$4,075.00	\$4,075.00	
*	30" STRM SWR PIPE W/CLR AND FLD END SEC.	1	L.SUM	\$1,688.00	\$1,688.00	
*	4" DRAIN LINE	1	LF	\$900.00	\$900.00	
*	SCOUR STOP MATS & ANCHORS (MAT. ONLY)	1	L.SUM	\$508.68	\$508.68	

* Denotes new item added to contract	Totals	\$9,371.68	(\$1,276.00)
Previous Changes =	Total Changes To-Date =	\$8,095.68	Net Change
			\$8,095.68

REASON FOR CHANGE

- 8 Adjustments for Final Field Measurements
- 12&13 Adjustments for Final Field Measurements
- 17 Adjustments for Final Field Measurements
- *21-*24 Adjustments for Final Field Measurements

CHANGE ORDER APPROVAL

Contractor: 

Date: 12-1-14

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Sections 2-2106 and 2-2205 in their entirety and enacting in lieu thereof new Sections 2-2106 and 2-2205 relating to the same subject matter.

WHEREAS, pursuant to Section 2-2106 of the Moline Code of Ordinances, each alderman is paid \$100 per meeting actually attended with six paid absences allowed per year, an overall compensation of \$4,600 per year; and

WHEREAS, City staff has determined that this per-meeting compensation plan, which has been in effect since 1994, is low compared to that of neighboring municipalities, it does not accurately represent the time spent performing aldermanic duties outside of City Council meetings, and a conversion to an annual salary paid on a bi-weekly basis would not only be a better representation of time spent, but would also be easier for payroll purposes; and

WHEREAS, further, staff is proposing a slight reduction in the number of City Council meetings to be held per year, and this conversion in the compensation plan for aldermen would maintain the same overall compensation of \$4,600 per year, as it is against State law to increase or decrease the compensation to an elected official during his or her term in office; and

WHEREAS, staff also recommends raising the salary of each alderman to \$8,000 per municipal year, commencing with the new term of office on May 2, 2017, to more accurately reflect the time spent performing aldermanic duties; and

WHEREAS, given these proposed changes, an enforcement mechanism should be established to ensure that aldermen attend the regular and special City Council meetings without excessive absenteeism that may cause delay in conducting government business; and

WHEREAS, "excessive absenteeism" shall be an absence from more than five City Council meetings per municipal year; after five absences within a municipal year, an alderman will be assessed an administrative fee of \$100 per absence and, effective May 2, 2017, \$222 per absence, with said amount to be paid to the City to defray the cost of delay caused by such absenteeism and the cost of compelling such attendance.

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

Section 1 – That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, is hereby amended by repealing Section 2-2106 in its entirety and enacting in lieu thereof one new Section 2-2106 relating to the same subject matter, which shall read as follows:

"SEC. 2-2106. COMPENSATION.

(a) Each alderman shall receive a salary of four thousand six hundred dollars (\$4,600.00) per municipal year, paid on a bi-weekly basis. This salary shall be compensation for attendance at all regular meetings and all special meetings of the City Council and any other services performed in the capacity of alderman.

(b) Effective May 2, 2017, each alderman shall receive a salary of eight thousand dollars (\$8,000.00) per municipal year, paid on a bi-weekly basis. This salary shall be compensation for attendance for all regular and all special meetings of the City Council and any other services performed in the capacity of alderman.

(c) No other compensation shall be allowed to any alderman for attendance at a regular meeting or a special meeting of the City Council or for any other services performed in the capacity of alderman. This subsection (c) shall not preclude reimbursement for actual expenses of travel, meals, and lodging incurred by aldermen in attending meetings on behalf of the City other than regular and special meetings of the City Council.”

Section 2 – That Chapter 2, “ADMINISTRATION,” of the Moline Code of Ordinances, is hereby amended by repealing Section 2-2205, “QUORUM, COMPELLING ATTENDANCE OF ABSENT MEMBERS,” in its entirety and enacting in lieu thereof one new Section 2-2205 relating to the same subject matter, which shall read as follows:

“SEC. 2-2205. QUORUM; COMPELLING ATTENDANCE OF ABSENT MEMBERS.

(a) **Excessive absenteeism.** Excessive absenteeism shall mean an absence from more than five (5) meetings of the City Council during a municipal year. Any alderman who is absent from more than five (5) meetings during a municipal year shall be assessed an administrative fee of one hundred dollars (\$100.00) per absence in excess of five (5). Effective May, 2, 2017, the administrative fee shall be two hundred twenty-two dollars (\$222.00) per absence. The invoice for such fee will be issued by the City Clerk and shall be paid to the City’s Accounts and Finance office within thirty (30) days of the date of issuance.

(b) A majority of the whole number of the members of the City Council shall constitute a quorum to do business, but a lesser number may convene from time to time, and compel absent members to attend any regular or special meetings by a written citation to that effect, stating the day and hour of the meeting. The citation shall be signed by the mayor or the aldermen issuing it, and may be served by the chief of police, or by any officer authorized to serve processes in the City, by reading the citation to the absent members of the City Council. Any alderman who willfully fails to obey the citation may be expelled and his office may be declared vacant by a majority vote of the City Council.”

Section 3 – That this ordinance shall be in full force and effect from and after January 11, 2015, pursuant to its passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AN ORDINANCE

AMENDING Chapter 31, "TAXATION," of the Moline Code of Ordinances, Article III, "MOTOR FUEL TAX," Section 31-3100, "DEFINITIONS," by repealing said section in its entirety and enacting in lieu thereof one new Section 31-3100 relating to the same subject matter.

WHEREAS, the City of Moline imposes a motor fuel tax pursuant to Article III of the Moline Code of Ordinances, and Section 31-3100 thereof contains definitions of various types of fuel; and

WHEREAS, this amendment will add definitions for "biodiesel" and "compressed natural gas," allowing the City to begin collecting the motor fuel tax on these types of fuel.

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

Section 1 – That Chapter 31, "TAXATION," of the Moline Code of Ordinances, Article III, "MOTOR FUEL TAX," Section 31-3100, "DEFINITIONS," is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 31-3100 relating to the same subject matter, which shall read as follows:

"ARTICLE III. MOTOR FUEL TAX

SEC. 31-3100. DEFINITIONS.

For the purpose of this article, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this section:

- (1) **Biodiesel** means a fuel composed of mono alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, designated B100, and meeting the requirements of ASTM (American Society for Testing Materials) D6751.
- (2) **Bulk user** means any person who purchases motor fuel for storage in bulk storage facilities located within the City of Moline, which facilities are owned, leased or controlled by said person, for subsequent dispensing into the supply tanks of internal combustion engines operated by said person.
- (3) **Compressed natural gas** means natural gas compressed to a pressure at or above 200-248 bar (i.e., 2900-3600 pounds per square inch) and stored in high-pressure containers. Compressed natural gas is subject to tax at the rate established in Section 31-3101(a), below. However, because compressed natural gas cannot be measured in gallons, it must be converted to gallons using a conversion factor. For purposes of calculating tax under the Motor Fuel Tax Ordinance, a gallon of compressed natural gas means a quantity of compressed natural gas equal to 126.67 cubic feet of natural gas at 60 degrees Fahrenheit and one atmosphere of pressure. In the alternative, it means a quantity of compressed natural gas that weighs 5.66 pounds.
- (4) **Gasohol** means a fuel used chiefly in internal combustion engines which is comprised chiefly of gasoline and ethyl alcohols in variable quantities.

- (5) **Gasoline or diesel fuel** means a volatile, highly flammable or combustible, liquid mixture of hydrocarbons produced by the fractional distillation of petroleum and used chiefly as a fuel in internal combustion engines, but shall not include mixtures commonly known as kerosene and aviation fuel, or mixtures used in the heating of buildings.
- (6) **Motor fuel** means "gasohol" and "gasoline and diesel fuel" as defined in this section.
- (7) **Person** means any natural person, trustee, court appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, contractor, supplier, vendor, vendee, operator, user or owner, or any officers, agents, employees, or other representative, acting either individually or for any other person in any capacity, or any other entity recognized by law as the subject of rights and duties.

The masculine, feminine, singular or plural is included in any circumstances.

- (8) **Retail gasoline dealer** means any person who engages in the business of selling motor fuel in the City of Moline, to a purchaser for use or consumption and not for resale in any form.
- (9) **Sale, resale, selling** means any transfer of ownership or possession, or both, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever for a valuable consideration.

Section 2 – That this ordinance shall be in full force and effect from and after January 1, 2015, 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. 3077-2014

Sponsor: _____

AN ORDINANCE

AFFIRMING the Establishment of an Enterprise Zone within the County of Rock Island, Illinois.

WHEREAS, the Illinois Enterprise Zone Act, as amended, (20 ILCS 655/1 *et seq.*) (the “Act”) authorizes the submission of applications to establish an “Enterprise Zone”, as defined therein, for the purposes of attracting private sector investment thereby stimulating business and industrial growth and stimulating neighborhood revitalization by means of relaxing government controls and tax incentives; and

WHEREAS, the Cities of East Moline, Moline, Rock Island and Silvis, the Village of Milan; and, the County of Rock Island (collectively, “Quad City Enterprise Zone”) have come together for purpose of designating an area as an Enterprise Zone for certification by the Illinois Department of Commerce and Economic Opportunity.

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

Section 1 - The City of Moline, as a member of the Quad City Enterprise Zone, hereby commits to its participation in the designation and establishment of an Enterprise Zone, as hereinafter described, subject to the approval of the Illinois Department of Commerce and Economic Opportunity.

Section 2 – The term of the proposed Enterprise Zone shall commence on January 1, 2016 upon designation and certification by the Illinois Department of Commerce and Economic Opportunity (“DCEO”) pursuant to Section 5.3 of the Act, and shall remain in effect for a period of fifteen (15) calendar years and subject to review after thirteen (13) calendar years for an additional ten-year extension to commence on the first day of the 16th calendar year.

Section 3 – The City of Moline hereby approves the designation of an area by the Quad City Enterprise Zone for certification by DCEO, as an Enterprise Zone, as legally described in *Exhibit A* and as depicted on the map in *Exhibit B*, which exhibits are attached to this Ordinance and made a part hereof.

Section 4 – The City of Moline, as a member of the Quad City Enterprise Zone, hereby declares and affirms that the proposed Enterprise Zone area, as lying within the corporate boundaries of the Quad City Enterprise Zone, is qualified for designation as an Enterprise Zone in accordance with the provisions of the Act, and further affirms and finds that:

- A. The entire area is a contiguous area, and is entirely within the corporate limits of the villages, cities and identified county limits, being the Quad City Enterprise Zone.
- B. The entire area comprises a minimum of one-half square mile and not more than fifteen (15) square miles in total area.
- C. The area, as lying within the corporate boundaries of the Quad City Enterprise Zone, meets at least three (3) of the criteria as listed and as defined in subsection f. of the Illinois Enterprise Zone Act, as amended, (20 ILCS 655/1 *et seq.*) and any additional criteria established by the Illinois Department of Commerce and Economic Opportunity.
- D. On November 25, 2014, the Quad City Enterprise Zone conducted a public hearing within the proposed Enterprise Zone area on the questions of whether to create the Enterprise Zone, what local plans, tax incentives and other programs should be established in connection with said Enterprise Zone, and what the boundaries thereof should be, and that public notice was given in at least one newspaper of general circulation within the proposed Enterprise Zone, not more than twenty (20) days nor less than five (5) days before the hearing; and,
- E. The area meets the qualifications of Section 4 of the Act.

Section 5 – The City of Moline hereby approves the following incentives under the Act:

- A. Each retailer whose place of business is within the corporate limits of the Quad City Enterprise Zone and who makes a sale of building materials to be incorporated into real estate located in the Enterprise Zone by remodeling, rehabilitation or new construction, may deduct receipts from such sales when calculating the tax imposed pursuant to the “Municipal Retailers’ Occupation Tax Act”; provided, however, that such remodeling, rehabilitation, or new construction is of the nature and scope for which a building permit is required and has been obtained. The incentive provided by this Section shall commence the first day of the calendar month following the month in which the Enterprise Zone is designated and certified, and shall continue for the term of the Enterprise Zone. (Building Material Sales Tax Exemption found in the Retailers’ Occupation Tax Act [35 ILCS 120/5k and 51]).
- B. In the case of any and all permit fees required and charged by the Cities of East Moline and Silvis and the Village of Milan for the rehabilitation, expansion or new construction of any commercial, industrial, manufacturing or community development assisted projects within the Zone Area, such permit fees (but not the permits themselves) shall be waived in their entirety. The permit fee waiver herein provided for shall include all fees charges for building, plumbing, electrical, zoning, demolition, and excavation permits which a building permit is otherwise required and has been obtained for such rehabilitation, expansion or new construction, but shall not include such permit fees charged for the mere repair or replacement of connection with such rehabilitation, expansion, or new construction. "Mere repair or replacement of electrical, plumbing or mechanical systems" for purposes of this

Ordinance means electrical, plumbing or mechanical work but no alteration to buildings or parts thereof other than work set forth in the most recent edition of the building code as adopted by the respective local jurisdiction.

Section 6 – Upon designation as an Enterprise Zone by DCEO, a Zone Management Board (ZMB) shall be formed and comprised of the Administrator, Manager or Economic Development Staff of each Village and City, and County member of the Quad City Enterprise Zone.

- A. The ZMB will be the governing body of the Enterprise Zone and will be responsible for all decisions within the Enterprise Zone.
- B. The ZMB shall elect a chairman.
- C. The ZMB will create the position of Zone Administrator (ZA).
- D. The ZMB may create the position of Assistant Zone Administrator (AZA).
- E. The ZMB will select the Zone Administrator, who shall be employed by the County or a municipality which is party to this Agreement.

Section 7 – The ZA will be responsible for the duties and tasks listed below as needed:

- A. Supervise the implementation of the provisions of this Ordinance and the Act.
- B. Act as a liaison between the Quad City Enterprise Zone and DCEO, and any other state, federal, and local agencies whether public or private.
- C. Request a copy of the map/boundaries of the Enterprise Zone on the websites of each member and shall provide an electronic copy of such map to DCEO.
- D. The Zone Administrator shall be responsible to collect and aggregate the following information:
 - (i) The estimated cost of each building project, broken down into labor and materials.
 - (ii) Within sixty (60) days of the end of a project, the actual cost of each building project, broken down into labor and materials.
 - (iii) On or before April 1 of each year, file a copy of the ZMB's fee schedule with DCEO. Zone Administrators shall charge no more than 0.5% of the cost of building materials of the project associated with the specific Enterprise Zone, with a maximum fee of not more than \$50,000.
- E. The ZA may select and recommend to the ZMB an individual to be hired as an Assistant Zone Administrator (AZA).
- F. Conduct an ongoing evaluation of the Enterprise Zone programs and submit such evaluative reports on an annual basis to the ZMB.
- G. The ZA shall perform such other duties as identified and assigned by the ZMB to effectively implement the goals of the Enterprise Zone, as hereinafter set forth.

Section 8 – The City of Moline hereby approves the following activities which have been identified as initial goals of the Quad City Enterprise Zone:

- A. To identify available sites and vacant or underused buildings for new or expanding businesses.
- B. To market available sites and buildings on the Location One Information System (LOIS) website (or a similar site).
- C. To assist businesses and Enterprise Zone residents in receiving available local, state, or federal economic development incentives and benefits.
- D. To hold educational forums and programs for Enterprise Zone communities, businesses and residents to explain and promote program benefits and incentives.
- E. To coordinate available and future economic development incentives within the Enterprise Zone.

Section 9 – All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section 10 – 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.

ADOPTED this ____ day of _____, 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Exhibit "A"

DESCRIPTION OF THE QUAD CITY ENTERPRISE ZONE IN ROCK ISLAND COUNTY, ILLINOIS

Those parts of the City of East Moline, the City of Moline, the City of Rock Island, the City of Silvis, the Village of Milan, and unincorporated Rock Island County, Illinois described as follows:

For the purposes of this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless stated otherwise.

Those parts of the City of East Moline, Illinois described as follows:

EM-EZ-1

All of Curry 2nd Addition to the City of East Moline, Rock Island County, Illinois, recorded as Document Number 2011-24055 in the Rock Island County Recorder's Office, more particularly described as follows:

BEGINNING at the northwest corner of said Curry 2nd Addition; Thence East along the north line of said Curry 2nd Addition, a distance of 370.3 feet more or less to the east line of said Curry 2nd Addition; Thence South along said east line, a distance of 619.5 feet more or less to the south line of said Curry 2nd Addition; Thence West along said south line, a distance of 299.9 feet more or less to the west line of said Curry 2nd Addition; Thence North along said west line, a distance of 320.2 feet more or less; Thence West along said west line, a distance of 70.2 feet more or less; Thence North along said west line, a distance of 300 feet more or less to the POINT OF BEGINNING.

EM EZ Connector 1 (EM EZ 1 to EM EZ 2)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at a point on the north line of Curry 2nds Addition to the City of East Moline, Rock Island County, Illinois, recorded as Document Number 2011-24055 in the Rock Island County Recorder's Office, said point being 1.5 feet west of the northeast corner of said Curry 2nd Addition; Thence North to the POINT OF ENDING on the south line of Kennedy Square Subdivision to the City of East Moline, Rock Island County, Illinois, recorded as Document Number 2005-16920 in the Rock Island County Recorder's Office.

EM-EZ-2

Part of Kennedy Square Subdivision to the City of East Moline, Rock Island County, Illinois, recorded as Document Number 2005-16920 in the Rock Island County Recorder's Office; also part of South Moline Tax Parcel No. 52; more particularly described as follows:

BEGINNING at the northeast corner of said Kennedy Square Subdivision; Thence South along the west right of way line of Kennedy Drive, a distance of 573 feet more or less to the north line of Lot 7 of said Kennedy Square Subdivision; Thence West along said north line, a distance of 178 feet more or less to the west line of said Lot 7; Thence South along said west line, a distance of 139 feet more or less to the south line of said Kennedy Square Subdivision, also being the north right of way line of the Avenue of the Cities; Thence West along said south line, a distance of 865 feet more or less to the west right of way line of 1st Street, being the point of a non-tangent curve to the right; Thence Southwesterly along said right of way curve, a distance of 34 feet more or less to the south line of said Kennedy Square Subdivision; Thence West along said south line, a distance of 76.3 feet more or less; Thence South along said south line, a distance of 10 feet more or less; Thence West along said south line, a distance of 109.4 feet more or less; Thence North along said south line, a distance of 30 feet more or less; Thence West along said south line, a distance of 84 feet more or less; Thence West along said south line, a distance of 242.6 feet more or less to the southwest corner of said Kennedy Square Subdivision; Thence West along the north right of way line of said Avenue of the Cities, a distance of 225 feet more or less to the west line of South Moline Tax Parcel No. 52 ; Thence North along said west line, a distance of 560 feet more or less to the southerly right of way line of 22nd Avenue; Thence Northeasterly along said southerly right of way line, a distance of 229 feet more or less to the northwest corner of said Kennedy Square Subdivision; Thence Northeasterly along the north line of said Kennedy Square Subdivision, a distance of 208.1 feet more or less to the point of a curve to the right; Thence Easterly along said northerly curve a distance of 262.8 feet more or less; Thence East along the north line of said Kennedy Square Subdivision, a distance of 1,141.1 feet more or less to the POINT OF BEGINNING.

EM EZ Connector 2 (EM EZ 2 to EM EZ 3)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at a point on the east line of Kennedy Square Subdivision to the City of East Moline, Rock Island County, Illinois, recorded as Document Number 2005-16920 in the Rock Island County Recorder's Office, said point being 1.5 feet south of the northeast corner of said Kennedy Square Subdivision; Thence East to the centerline of Kennedy Drive; Thence Northerly following the centerlines of said Kennedy Drive and 4th Street to the POINT OF ENDING at the intersection of the south line of South Moline Tax Parcel No. 4145-B and the centerline of said 4th Street extended north.

EM-EZ-3

Beginning at the intersection of the west line of the Northeast Quarter of Section 35, Township 18 North, Range 1 West of the 4th principal Meridian and the westerly extension of the south line of South Moline Tax Parcel No. 4145-B; Thence North along said west line, a distance of 1,050 feet more or less to the south shore of the Mississippi River; Thence Northeasterly along said south shore, a distance of 4,628 feet more or less to the east line of South Moline Tax Parcel No. 518; Thence South along said east line, a distance of 126 feet more or less to the intersection of said east line and the southwesterly extension of the northwest line of South Moline Tax Parcel No. 521, a distance of 765 feet more or less to the northwesterly corner of said South Moline Tax Parcel No. 521; Thence Northeasterly along the northwest line of said South Moline Tax Parcel No. 521, a distance of 730 feet more or less to the northeasterly corner of said South Moline Tax Parcel No. 521; Thence Northeasterly, a distance of 97 feet more or less to the westerly most corner of Lot 2 of Quarter Addition to the City of East Moline, Rock Island County, Illinois, recorded as Document Number 2001-23980 in said Rock Island County Recorder's Office; Thence Northeasterly along the northerly line of said Lot 2, a distance of 251.8 feet more or less; Thence Northeasterly along the northerly line of said Lot 2, a distance of 117.3 feet more or less; Thence Northeasterly along the northerly line of said Lot 2, a distance of 146.2 feet; Thence Easterly along the northerly line of said Lot 2 and the northerly line of Lot 3 in said Quarter Addition, also along the northerly line of Beacon Harbor First Addition to the City of East Moline, Rock Island County, Illinois, recorded as Document Number 2002-38297 in said Rock Island County Recorder's Office, also along the northerly line of Beacon Harbor Third Addition to the City of East Moline, Rock Island County, Illinois, recorded as Document Number 2010-23564 in said Rock Island County Recorder's Office, a distance of 496 feet more or less; Thence Easterly along the northerly line of said Beacon Harbor Third Addition, a distance of 104 feet more or less; Thence Northeasterly along the northerly line of said Beacon Harbor Third Addition and the northerly line of Lot 4 in said Quarter Addition, a distance of 189 feet more or less; Thence Northeasterly along the northerly line of said Lot 4, a distance of 79 feet more or less; Thence Southerly along the northerly line of said Lot 4, a distance of 80 feet more or less; Thence Northeasterly along the northerly line of said Lot 4, a distance of 80 feet more or less to the westerly right of way line of Beacon Harbor Parkway; Thence Northerly along the westerly right of way line, a distance of 80 feet more or less to the northerly right of way line of said Beacon Harbor Parkway; Thence Easterly along said northerly right of way line of Beacon Harbor Parkway, a distance of 41 feet more or less; Thence Northeasterly along said northerly right of way line of Beacon Harbor Parkway, a distance of 89 feet more or less to the northwesterly most corner of Lot 5A in said Quarter Addition; Thence Easterly along the northerly line of said Lot 5A, a distance of 95 feet more or less; Thence Easterly along the northerly lines of said Lot 5A and Lot 5B in said Quarter Addition, a distance of 310.10 feet; Thence Easterly along the northerly line of said Lot 5B and the northerly line of Lot 6 in said Quarry Addition, a distance of 393 feet more or less to the westerly line of South Moline Tax Parcel No. 534; Thence Northeasterly along said westerly line, a distance of 29 feet more or less; Thence Northerly along said westerly line, a distance of 91 feet more or less to the south shore of the Mississippi River; Thence Northeasterly along said south shore, a distance of 830 feet more or less to the east line of the Fractional Section 24, Township 18 North, Range 1 West of the 4th Principal Meridian and also being the west line of the Section 19, Township 18 North, Range 1 East of the 4th Principal Meridian, said east line of the Fractional Section 24 also being the east line of South Moline Tax Parcel No. 534; Thence South along said east line of South Moline Tax Parcel No. 534, a distance of 189 feet more or less to the northwest corner of Hampton Township Tax Parcel No. 467, said north line being the south shore of the Mississippi River; Thence Northeasterly along the north line of said Hampton Township Tax Parcel No. 467, a distance of 837 feet more or less to the southwesterly line of Hampton Township Tax Parcel No. 467-2-A; Thence Southeasterly along said southwesterly line, a distance of 96 feet more or less; Thence Southeasterly along said southwesterly line, a distance of 344 feet more or less; Thence Southerly along said southwesterly line, a distance of 259 feet more or less to the northwesterly right of way line of the Chicago, Minneapolis, St. Paul and Pacific Railroad; Thence Southeasterly, a distance of 83 feet more or less to the southeasterly right of way line of the Chicago, Minneapolis, St. Paul and Pacific Railroad; Thence Northeasterly along said southeasterly right of way line, a distance of 984 feet more or less to the south line of Hampton Township Tax Parcel No. 466-1; Thence East along said south line, a distance of 20 feet more or less to the intersection of said south line and the northwesterly right of way line of 11th Street; Thence Southwesterly along said northwesterly right of way line, a distance of 1248 feet more or less to the intersection of said northwesterly right of way line and the southwesterly right of way line of 4th Avenue; Thence Northwesterly along the northwesterly extension of said southwesterly right of way line, a distance of 17 feet more or less to the southeasterly right of way line of the Chicago, Minneapolis, St. Paul and Pacific Railroad; Thence Southwesterly along said southeasterly right of way line, a distance of 702 feet more or less to the northeasterly line of Hampton Township Tax Parcel No. 607; Thence Southeasterly along said northeasterly line, a distance of 547 feet more or less to the southeasterly line of said Hampton Township Tax Parcel

No. 607; Thence Southwesterly along said southeasterly line, a distance of 390 feet more or less to the intersection of said southeasterly line and the southwesterly right of way line of 6th Avenue; Thence Southeasterly along said southwesterly right of way line of 6th Avenue, a distance of 461 feet more or less to the northeast corner of Hampton Township Tax Parcel No. 2220; Thence Southwesterly along the southeasterly lines of Hampton Township Tax Parcel, No. 2220, 2199, 2185, 2164, 2054, 1731, 1776, 1755, 1810, 1789, 1833, 5372, and 5394, a distance of 2,365 feet more or less to the northwest corner of Hampton Township Tax Parcel No. 5385; Thence Southeasterly along the northeasterly line of said Hampton Township Tax Parcel No. 5385, a distance of 40 feet more or less to the southeasterly line of said Hampton Township Tax Parcel No. 5385; Thence Southwesterly along said southeasterly line and the southwesterly extension of said line, a distance of 203 feet more or less to the southwesterly right of way line of 13th Avenue; Thence Southeasterly along said southwesterly right of way line of 13th Avenue and the southeasterly extension of said line, a distance of 283 feet more or less to the southerly right of way line of the C. B. & Q. Railroad; Thence Easterly along said southerly right of way line of the C. B. & Q. Railroad, a distance of 1,842 feet more or less to the west right of way line of 19th Street; Thence South along said west right of way line, a distance of 101 feet more or less to the south line of Hampton Township Tax Parcel No. 5413-1; Thence West along said south line and the south line of Hampton Township Tax Parcel No. 5413, a distance of 930 feet more or less to the east line of Hampton Township Tax Parcel No. 5413; Thence South along said east line, a distance of 1,145 feet more or less to the northerly right of way line Chicago, Rock Island and Pacific Railroad; Thence Westerly along said north right of way line, a distance of 1,266 feet more or less to the west right of way line of 13th Street; Thence South along said west right of way line, a distance of 413 feet more or less to the northerly right of way line of 18th Avenue; Thence Southwesterly along said northerly right of way line, a distance of 32 feet more or less; Thence Southeasterly along said northerly right of way line, a distance of 15 feet more or less; Thence South along said northerly right of way line, a distance of 8 feet more or less; Thence Southwesterly along said northerly right of way line, a distance of 1,886 feet more or less to the north right of way line of 17th Avenue; Thence Westerly along said north right of way line, a distance of 492 feet more or less to the intersection of said north right of way line and the northerly extension of the east line of South Moline Township Tax Parcel No. 4869; Thence Southerly along said northerly extension and the east line of said South Moline Township Tax Parcel No. 4869, a distance of 140 feet more or less to the south line of Block 192 of the Town of East Moline, Rock Island County, Illinois, recorded in Plat Book 9, Page 41, in said Rock Island County Recorder's Office ; Thence Westerly along said south line, a distance of 157 feet more or less; Thence Westerly along said south line, a distance of 49 feet to the southwest corner of said Block 192; Thence Westerly, a distance of 60 feet more or less to the southeast corner of Lot 1 in Block 191 of the Town of East Moline; Thence Westerly along the south line of Lots 1 through 14 of Block 191, a distance of 557 feet more or less to the east right of way line of 7th Street; Thence Northerly along said east right of way line, a distance of 182 feet more or less to the north right of way line of 17th Avenue; Thence Westerly along said north right of way line, a distance of 700 feet more or less to the east right of way line of 6th Street; Thence Northerly along said east right of way line, a distance of 783 feet more or less to the intersection of said east right of way line and the south right of way line of the Chicago, Rock Island and Pacific Railroad; Thence West along said south line of the Chicago, Rock Island and Pacific Railroad, a distance of 196 feet more or less; Thence North, a distance of 115 feet more or less to the north right of way line of the Chicago, Rock Island and Pacific Railroad; Thence West along said north right of way line, a distance of 1,648 feet more or less; Thence North along said north right of way line, a distance of 9 feet more or less; Thence Westerly along said north right of way line, a distance of 1,757 feet more or less to the POINT OF BEGINNING.

EXCEPTING FROM EM EZ 3

Beginning at the intersection of the west right of way line of 7th Street and the northerly right of way line of 5th Avenue as shown on the plats of Cottage Grove Addition, recorded in Plat Book 11, Page 72, in said Rock Island County Recorder's Office and Palmer and Albrecht's 1st Addition recorded in Plat Book 12, Page 68, in the Rock Island County Recorder's Office; Thence Northeasterly along said northerly right of way line and the Northeasterly extension of said line, a distance of 248 feet more or less to the northwest line of South Moline Township Tax Parcel No. 521-1-T; Thence Northeasterly along said west line, a distance of 397 feet more or less to the northeast line of said South Moline Township Tax Parcel No. 521-1-T; Thence Southeasterly along said northeast line, a distance of 601 feet more or less to the westerly right of way line of Beacon Harbor Parkway; Thence South and Southwesterly along said westerly right of way line, a distance of 1,717 feet more or less to the south line of said South Moline Township Tax Parcel No. 521-1-T; Thence Westerly along said south line and the westerly extension of said line, a distance of 197 feet more or less to said west right of way line of 7th Street; Thence Northerly along said west right of way line, a distance of 1,283 feet more or less to the POINT OF BEGINNING.

EM EZ Connector 3 (EM EZ 3 to EM EZ 4)

A 3 feet wide strip of land with the centerline described as follows:

Commencing at the intersection of the west right of way line of 19th Street and the south right of way line of 13th Avenue, also being the northeast corner of Hampton Township Tax Parcel No. 5413-1; Thence South along the said west right of way line of 19th Street, a distance of 1.5 feet to the POINT OF BEGINNING of said 3' wide strip of land; Thence East parallel with the south right of way of 13th Avenue, a distance of 33 feet more or less to the centerline of said 19th Street; Thence North along said centerline of 19th Street, a distance of 2,061 feet more or less; Thence South, a distance of 33 feet more or less to the POINT OF

ENDING on the east right of way line of 19th Street, said point being 1.5 feet south of the intersection of said east right of way line of 19th Street and the south line of 5th Avenue.

EM-EZ-4

BEGINNING at the intersection of the east right of way line of 19th Street and the south right of way line of 5th Avenue; Thence East along said south right of way line of 5th Avenue, a distance of 295 feet more or less the intersection of said south right of way line and the east right of way line of 20th Street; Thence North along said east right of way line of 20th Street, a distance of 55 feet more or less to the southeasterly line of Hampton Township Tax Parcel No. 1355; Thence Northeasterly along said southeasterly line, a distance of 197 feet more or less; Thence Northerly along said southeasterly line, a distance of 197 feet more or less; Thence Northeasterly along said southeasterly line, a distance of 126 feet more or less to the south line of said Hampton Township Tax Parcel No. 1355; Thence East along said south line and the easterly extension of said south line, a distance of 139 feet more or less to the west line of Hampton Township Tax Parcel No. 1532-1; Thence North along said west line, a distance of 16 feet more or less to the southwest corner of Hampton Township Tax Parcel No. 1532; Thence East along said south line and the easterly extension of said south line, a distance of 753 feet more or less to the west line of Hampton Township Tax Parcel No. 1528-1; Thence North along said west line, a distance of 800 feet more or less to the north line of said Hampton Township Tax Parcel No. 1528-1, said north line also being the south line of Frank Horvath's 1st Addition, recorded in Plat Book 45 page 243 in said Rock Island County Recorder's Office; Thence East along said north line, a distance of 505 feet more or less the northwesterly line of Hampton Township Tax Parcel No. 1354; Thence Northeast along said northwesterly line, a distance of 164 feet more or less to the west line of said Hampton Township Tax Parcel No. 1354, also being the east line of said Frank Horvath's 1st Addition; Thence North along said west line, a distance of 357 feet more or less to the south right of way line of 3rd Avenue; Thence East along said south right of way line, a distance of 105 feet more or less to the southwesterly right of way line of 4th Avenue; Thence Southeast along said southwesterly right of way line, a distance of 425 feet more or less; Thence Southeast along said southwesterly right of way line, a distance of 160 feet more or less to the south right of way line of 4th Avenue; Thence East along said south right of way line, a distance of 97 feet more or less to the east right of way line of 27th Street; Thence North along said east right of way line, a distance of 10 feet more or less to the south right of way line of 4th Avenue; Thence East along said south right of way line, a distance of 276 feet more or less to the point of a non-tangential curve to the left; Thence Easterly along said south right of way curve, a distance of 556 feet more or less; Thence East along said south right of way line, a distance of 463 feet more or less to the northwest corner of Lot 68 of the East Moline Industrial Park 2nd Addition, recorded in Plat Book 45, page 191 in said Rock Island County Recorder's Office; Thence East along said south right of way line, a distance of 1,352 feet more or less to the west line of the Northeast Quarter of Section 29, Township 18 North, Range 1 East of the 4th Principal Meridian; Thence North along said west line, a distance of 59 feet more or less to the Northwest Corner of the Northeast Quarter of said Section 29, also being the Southwest Corner of the Southeast Quarter of Section 20, Township 18 North, Range 1 East of the 4th Principal Meridian; Thence North along the west line of the Southeast Quarter of said Section 20, a distance of 2628 feet more or less to the north line of said Southeast Quarter of Section 20; Thence East along said north line, a distance of 2,636 feet more or less to the west right of way line of 158th Street North; Thence South along said west right of way line, a distance of 451 feet more or less to the intersection of said west right of way line and the westerly extension of the southerly line of Hampton Tax Parcel No. 483-3; Thence Southeasterly along said westerly extension and southerly line, a distance of 932 feet more or less to the east line of said Hampton Tax Parcel No. 483-3; Thence North along said east line, a distance of 400 feet more or less to the northerly line of said Hampton Tax Parcel No. 483-3; Thence Northwesterly along said northerly line, a distance of 851 feet more or less to said east right of way line of 158th Street North; Thence North along said east right of way line, a distance of 80 feet more or less to the north line of the Southwest Quarter of Section 21, Township 18 North, Range 1 East of the 4th Principal Meridian; Thence East along said north line, a distance of 2,630 feet more or less to the east line of said Southwest Quarter; Thence South along said east line, a distance of 535 feet more or less to the north line of Hampton Township Tax Parcel No. 487-H; Thence East along said north line, a distance of 1,345 feet more or less the west line of the Northeast Quarter of the Southeast Quarter of said Section 21; Thence North along said west line, a distance of 498 feet more or less to the north line of the Northeast Quarter of the Southeast Quarter of said Section 21; Thence East along said north line, a distance of 1,342 feet more or less to the west right of way line of 172nd Street North; Thence South along said west right of way line, a distance of 3,056 feet more or less to the south line of Hampton Township Tax Parcel No. 7353; Thence West along said south line, a distance of 660 feet more or less to the west line of said Hampton Township Tax Parcel No. 7353; Thence North along said west line, a distance of 72 feet more or less to the northwest corner of Hampton Township Tax Parcel No. 7354-1; Thence Southwesterly along the northwesterly line of said Hampton Tax Parcel No. 7354-1, a distance of 600 feet more or less to the south line of said Hampton Township Tax Parcel No. 7354-1; Thence East along said south line, a distance of 31 feet more or less to the northwest corner of Hampton Township Tax Parcel No. 597; Thence Southwesterly along the northwesterly line of said Hampton Township Tax Parcel No. 597, a distance of 262 feet more or less; Thence Southeasterly along said northwesterly line, a distance of 171 feet more or less; Thence Southwesterly along said northwesterly line, a distance of 852 feet more or less; Thence Northwesterly along said northwesterly line, a distance of 208 feet more or less; Thence Southwesterly along said northwesterly line, a distance of 758 feet more or less; Thence Southerly along said northwesterly line, a distance of 69 feet more or less to the northerly right of way line of the C. B. & Q. Railroad; Thence Westerly along said northerly right of way line, a distance of 2,044 feet more or less to the west line of Hampton Township Tax Parcel No. 599; Thence Northerly along said west line, a distance of 1,904 feet more or less to the south line of Hampton Township Tax Parcel No. 600, also being the north line of Babcock's 4th Addition,

recorded in Plat Book 27, page 103 in said Rock Island County Recorder's Office; Thence West along said south line and the westerly extension of said south line, a distance of 947 feet more or less to the west right of way line of 158th Street North; Thence South along said west right of way line, a distance of 266 feet more or less to the north line of Hampton Township Tax Parcel No. 5075, being the north line of Lot 4 in Babcock's 5th Addition, recorded in Plat Book 27, page 205 in said Rock Island County Recorder's Office; Thence West along said north line, a distance of 210 feet more or less to the west line of said Hampton Township Tax Parcel No. 5075; Thence South along said west line and the west line of Hampton Township Tax Parcel No. 5076, a distance of 197 feet more or less to the north line of Babcock's 6th Addition, recorded in Plat Book 27, page 381 in said Rock Island County Recorder's Office; Thence West along said north line and the westerly extension of said line, a distance of 905 feet more or less to the east line of East Moline Industrial Park 1st Addition, recorded in Plat Book 43, page 475 in said Rock Island County Recorder's Office; Thence South along said east line, a distance of 1,325 feet more or less to the north right of way line of the C.B. & Q. Railroad, also being the south line of said East Moline Industrial Park 1st Addition; Thence West along said north right of way line, a distance of 1,080 feet more or less to the point of curve of a curve to the left; Thence westerly along said north right of way curve of the C.B. & Q. Railroad, a distance of 765 feet more or less; Thence West along said north right of way line of the C.B. & Q. Railroad, a distance of 741 feet more or less; Thence South along said north right of way line of the C.B. & Q. Railroad, a distance of 3 feet more or less; Thence Westerly along said north right of way line of the C.B. & Q. Railroad, a distance of 1,258 feet more or less to the intersection of said north right of way line and the east right of way line of 27th Street; Thence Westerly along said north right of way line of the C.B. & Q. Railroad, a distance of 60 feet more or less to the west right of way line of 27th Street; Thence Westerly along said north right of way line of the C.B. & Q. Railroad, a distance of 190 feet more or less; Thence North along said north right of way line of the C.B. & Q. Railroad, a distance of 16.5 feet more or less; Thence Westerly along said north right of way line of the C.B. & Q. Railroad, a distance of 691 feet more or less; Thence South along said north right of way line of the C.B. & Q. Railroad, a distance of 16.5 feet more or less; Thence Westerly along said north right of way line of the C.B. & Q. Railroad, a distance of 890 feet more or less to the west line of Hampton Township Tax Parcel No. 615; Thence North along said west line, a distance of 537 feet more or less to the south right of way line of 8th Avenue; Thence East along said south right of way line of 8th Avenue, a distance of 1,729 feet more or less; Thence South along said south right of way line of 8th Avenue, a distance of 25 feet more or less; Thence East along said south right of way line of 8th Avenue and the easterly extension of said line, a distance of 90 feet more or less to the east right of way line of 27th Street; Thence North along said east right of way line of way line of 27th Street, a distance of 715 feet more or less to the intersection of said east right of way line and the easterly extension of the north right of way line of 7th Avenue; Thence West along said north right of way line of 7th Avenue and said easterly extension, a distance of 2,661 feet more or less; Thence Northwesterly along said north right of way line of 7th Avenue, a distance of 43 feet more or less; Thence Northwesterly along said north right of way line, a distance of 33 feet more or less to the east right of way line of 19th Street; Thence North along said east right of way line, a distance of 580 feet more or less to the POINT OF BEGINNING.

EXCEPTING FROM EM EZ 4

BEGINNING at the northeast corner of Babcock Acre Addition, recorded in Plat Book 22, page 62 in said Rock Island County Recorder's Office; Thence South along the east line of said Babcock Acre Addition and the southerly extension of said east line, a distance of 352 feet more or less to the northerly line of GEM's 1st Addition, recorded in Plat Book 43, page 212 in said Rock Island County Recorder's Office; Thence East along said northerly line, a distance of 1,783 feet more or less to the east line of said GEM's 1st Addition; Thence South along said east line, a distance of 123 feet more or less to the south line of said GEM's 1st Addition; Thence West along said south line, a distance of 1,800 feet more or less to the east line of said Babcock Acre Addition; Thence South along the said east line of Babcock Acre Addition and the east line of Babcock's 2nd Acre Addition, recorded in Plat Book 27, page 41 in said Rock Island County Recorder's Office, a distance of 855 feet more or less to the southerly line of said Babcock's 2nd Acre Addition; Thence West along said southerly line, a distance of 500 feet more or less to the west line of Lot 4 in said Babcock's 2nd Acre Addition; Thence North along said west line, a distance of 171 feet more or less to the northerly line of said Lot 4; Thence West along the northerly lines of Lot 3, 2, and 1 in said Babcock's 2nd Acre Addition, a distance of 351 feet more or less to the east right of way line of 158th Street North; Thence South along said east right of way line, a distance of 123 feet more or less to the intersection of said east right of way line and the easterly extension of the south line of Babcock's 3rd Addition, recorded in Plat Book 27, page 64 in said Rock Island County Recorder's Office; Thence West along said easterly extension and south line, a distance of 1,221 feet more or less to the west line of said Babcock's 3rd Addition; Thence North along said west line, a distance of 160 feet more or less to the south right of way line of 4th Avenue B; Thence West along said south right of way line, a distance of 30 feet more or less to the west right of way line of said 4th Avenue B; Thence North along said west right of way line, a distance of 50 feet more or less to the north right of way line of said 4th Avenue B; Thence East along said north right of way line, a distance of 165 feet more or less to the east line of Lot 63 in Meersman's Quarter Acre Addition, recorded in Plat Book 22, page 22 in said Rock Island County Recorder's Office; Thence North along said east line, a distance of 67 feet more or less to the north line of said Lot 63; Thence West along said north line and the westerly extension of said north line, a distance of 164 feet more or less to the west right of way line of 37th Street; Thence North along said west right of way line, a distance of 67 feet more or less to the south line of Lot 50 in said Meersman's Quarter Acre Addition; Thence West along said south line, a distance of 63 feet more or less to the west line of said Lot 50; Thence North along said west line, a distance of 206 feet more or less to the southeasterly right of way line of 4th Avenue; Thence Southwesterly along said southeasterly right of way line, a distance of 87 feet more or less to the intersection of said

southeasterly right of way line and the southerly extension of the west line of Meersman's East Moline Acre Addition, recorded in Plat Book 22, page 31 in said Rock Island County Recorder's Office; Thence North along said southerly extension and west line, a distance of 466 feet more or less to the northwesterly line of said Meersman's East Moline Acre Addition; Thence Northeasterly along said northwesterly line, a distance of 393 feet more or less to the north line of said Meersman's East Moline Acre Addition;

Thence East along said north line and the easterly extension of said north line, a distance of 1,053 feet more or less to the east right of way line of 158th Street North; Thence South along said east right of way line, a distance of 66 feet more or less to the northerly line of said Babcock Acre Addition; Thence East along said northerly line, a distance of 859 feet more or less to the POINT OF BEGINNING.

EM EZ Connector 4 (EM EZ 4 to EM EZ 5)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING at the intersection of the centerline of IL Route 5 & 92 and the west right of way line of 172nd Street North; Thence Northeasterly and Easterly along the center line of said IL Route 5 & 92, a distance of 7,697 feet more or less to a point on said centerline of IL Route 5 & 92, said point being 1.5 feet east of the intersection of said centerline and the southerly extension of the west line of Hampton Township Tax Parcel No. 520-5; Thence North, to the POINT OF ENDING on the northerly right of way line of 20th Avenue North, said point being 1.5 feet east of the southwest corner of said Hampton Township Tax Parcel No. 520-5.

EM EZ 5

BEGINNING at intersection of the northerly right of way line of 20th Avenue North and the west line of Hampton Township Tax Parcel No. 520-5; Thence North along said west line, a distance of 1,307 feet more or less to the south line of Leibovitz Addition, recorded in Plat Book 45, page 209 in said Rock Island County Recorder's Office; Thence East along said south line, a distance of 1,335 feet more or less to the east line of said Leibovitz Addition; Thence North along said east line, a distance of 707 feet more or less to the north line of Hampton Township Tax Parcel No. 520-5; Thence East along north line of said Hampton Township Tax Parcel No. 520-5 and the north line of Hampton Township Tax Parcel No. 519, a distance of 1,246 feet more or less to the west right of way line of 193rd Street North; Thence Southeast along said west right of way line, a distance of 29 feet more or less; Thence South along said west right of way line, a distance of 668 feet more or less to the northwesterly right of way line of 193rd Street North; Thence Southwest along said northwesterly right of way line, a distance of 970 feet more or less; Thence Southwest along said northwesterly right of way line, a distance of 302 feet more or less; Thence Southwest along said northwesterly right of way line, a distance of 224 feet more or less to the northerly right of way line of said 20th Avenue North; Thence Westerly along said northerly right of way line, a distance of 140 feet more or less; Thence Westerly along said northerly right of way line, a distance of 165 feet more or less; Thence Westerly along said northerly right of way line, a distance of 1,332 feet more or less to the POINT OF BEGINNING.

Those parts of the City of Moline, Illinois described as follows:

MO-EZ-1

BEGINNING at the southwest corner of Moline Township Tax Parcel No. 330-2 at the intersection of 1st Avenue and 1st Street in the Northeast Quarter of Section 31, Township 18 North, Range 1 West of the 4th Principal Meridian; Thence North along the west line of said Moline Township Tax Parcel No. 330-2, a distance of 395.9 feet more or less to the south shore of the Sylvan Slough; Thence Easterly along the south shore of the Sylvan Slough and the south shore of the Mississippi River, a distance of 21,150 feet more or less to the east line of the Northwest Quarter of Section 35, Township 18 North, Range 1 West of the 4th Principal Meridian; Thence South along said east line, a distance of 2,200 feet more or less to the northerly right of way line of 5th Avenue; Thence Southwesterly along said northerly right of way line, a distance of 354.4 feet more or less to the east line of a public alley in Block 1 of C.G. Thulin's Addition to the City of Moline; Thence North along said east line, a distance of 220 feet more or less to the south line of Lot 2 in Block 1 of C.G. Thulin's Addition to the City of Moline; Thence West along said south line and the south lines of Lots 2 and 14 in Block 2 of C.G. Thulin's Addition to the City of Moline, a distance of 570 feet more or less to the east right of way line of 53rd Street; Thence North along said east right of way line, a distance of 310 feet more or less to the south line of Lot 15 in Block 3 of C.G. Thulin's 2nd Addition to the City of Moline; Thence East along the south line of said Lot 15 and the south line of Lot 8 in Block 3 of C.G. Thulin's 2nd Addition to the City of Moline, a distance of 320 feet more or less to the west right of way line of 54th Street; Thence North along said west right of way line, a distance of 250 feet more or less to the south line of Lot 3 in Block 3 of C.G. Thulin's 2nd Addition to the City of Moline; Thence West along the south line of said Lot 3 and the south line of Lot 20 in Block 3 of C.G. Thulin's 2nd Addition to the City of Moline, a distance of 400 feet more or less to the west right of way line of 53rd Street; Thence South along said west right of way line, a distance of 550 more or less to the south line of Moline Township Tax Parcel No. 7238; Thence West along the south line of the following Moline Township Tax Parcels: No. 7238, No. 7254, No. 7253, No. 2719, No. 2704, No. 2738, No. 2722, No. 2760, No. 2741, No. 2781 and No.

2762, a distance of 1,840 feet more or less to the west right of way line of 48th Street; Thence South along said west right of way line, a distance of 80 feet more or less to the south line of Moline Township Tax Parcel No. 7579; Thence Southwesterly along the south line of Moline Township Tax Parcel No. 7579 and No. 7577, a distance of 361 feet more or less to the west line of a public alley in Block 5 of Roslyn Addition to the City of Moline; Thence South along said west line, a distance of 50 feet more or less to the south line of Lot 2 in Block 5 of Roslyn Addition to the City of Moline; Thence West along said south line and the south line of Lots 2 and 19 in Block 4 of said Roslyn Addition, Lot 2 in Block 3 of said Roslyn Addition, and Lot 1 in Block 2 of Hunt's 1st Addition to Midway, a distance of 842 feet more or less to the east right of way line of 44th Street; Thence Southwesterly, a distance of 95 feet more or less to the intersection of the west right of way line of 44th Street and the south line of Lot 2 in Block 1 of Hunt's 1st Addition to Midway; Thence West along the south line Lots 2 and 19 in Block 1 of Hunt's 1st Addition to Midway and the south line of Lot 2 in Block 2 of Midway Addition to the City of Moline, a distance of 541 feet more or less to the west line of a public alley in Block 2 of said Midway Addition; Thence South along said west line, a distance of 50 feet more or less to the south line of Lot 18 in said Block 2 of Midway Addition; Thence West along said south line, a distance of 207 feet more or less to the west right of way line of 42nd Street; Thence North along said west line, a distance of 50 feet more or less to the south line of Lot 2 in Block 1 of Midway Addition to the City of Moline; Thence West along said south line, a distance of 170 feet more or less to the west line of a public alley in Block 1 of Midway Addition to the City of Moline; Thence South along said west line, a distance of 50 feet more or less to the south line of Lot 18 in Block 1 of Midway Addition to the City of Moline; Thence West along said south line, a distance of 210 feet more or less to the west right of way line of 41st Street; Thence North along said west right of way line, a distance of 49 feet more or less to the south line of Lot 2 in Block 6 of Columbia Park Addition to the City of Moline; Thence West along the south line of Lots 2 and 19 in Block 6 of said Columbia Park Addition, Lots 2 and 19 in Block 5 of said Columbia Park Addition, and Lots 2 and 19 in Block 4 of said Columbia Park Addition, a distance of 1,113 feet more or less to the west right of way line 38th Street; Thence South along said west right of way line, a distance of 32 feet more or less to the south line of Lot 11 in Block 8 of M.Y. Cady 1st Addition to the City of Moline; Thence West along said south line, a distance of 138.15 feet more or less to the east line of a public alley; Thence South along said east line, a distance of 250 feet more or less to the south line of Lot 16 in Block 8 of M.Y. Cady 1st Addition to the City of Moline; Thence East along said south line, a distance of 135 feet more or less to the west right of way line of 38th Street; Thence South along said west right of way line, a distance of 127.7 feet more or less to the northerly right of way line of 5th Avenue; Thence Northwesterly along said northerly right of way line and its northwesterly extension, a distance of 1,030 feet more or less to the centerline of 4th Avenue; Thence West along said centerline, a distance of 470 feet more or less to the northeasterly extension of the northerly right of way line of 5th Avenue; Thence Southwesterly and westerly along said northeasterly extension and the northerly right of way line of 5th Avenue, a distance of 2,650 feet more or less to the east right of way line of 27th Street; Thence North along said east right of way line, a distance of 290 feet more or less to the south right of way line of 4th Avenue; Thence West along said south right of way line, a distance of 1,340 feet more or less to the west right of way line of 24th Street; Thence South along said west right of way line, a distance of 1,100 feet more or less to the south right of way line of 7th Avenue; Thence West along said south right of way line and its westerly extension, a distance of 350 feet more or less to the centerline of 7th as it bears southwesterly; Thence Southwesterly along said centerline, a distance of 3,400 feet more or less to the northeasterly right of way line of 14th Street; Thence Northwesterly along said northeasterly right of way line, a distance of 171 feet more or less to the northwesterly line of a public alley; Thence Southwesterly along said northwesterly line, a distance of 800 feet more or less to the northeasterly right of way line of 12th Street Place; Thence Southeasterly along said northeasterly right of way line, a distance of 141 feet more or less to the northwesterly right of way line of 7th Avenue; Thence Southwesterly along said northwesterly right of way line, a distance of 190.5 feet more or less to the easterly right of way line of 12th Street; Thence Northerly along said easterly right of way line a distance of 215 feet more or less to the southwesterly right of way line of 12th Street Place; Thence Northwesterly along said southwesterly right of way line, a distance of 100 feet more or less to the centerline of 6th Avenue; Thence Southwesterly and northwesterly along the centerline of 6th Avenue, a distance of 860 feet more or less to the intersection of the west right of way line of 11th Street with the north right of way line of 5th Avenue; Thence West along the north right of way line of 5th Avenue, a distance of 298 feet more or less to the east right of way line of 10th Street; Thence North along said east right of way line, a distance of 412 feet more or less to the north right of way line of 4th Avenue; Thence West and Northwesterly along said north right of way line, a distance of 825 feet more or less to the west right of way line of 8th Street; Thence South along said west right of way line, a distance of 510 feet to the south right of way line of 5th Avenue; Thence East along said south right of way line, a distance of 205 feet more or less to the west right of way line of 8th Street; Thence South along said west right of way line, a distance of 355 feet more or less to the south line of Moline Township Tax Parcel No. 9348; Thence West along said south line, a distance of 464.84 feet more or less to the southwesterly line of said Moline Township Tax Parcel No. 9348; Thence North, Northwesterly and West along said southwesterly line and its westerly extension, a distance of 695 feet more or less to the west right of way line of 6th Street; Thence Southerly and Southeasterly along said west right of way line, a distance of 2,330 feet more or less to the north right of way line of 15th Avenue; Thence West along said north right of way line, a distance of 865 feet more or less to the easterly right of way line of 4th Street; Thence Northerly along said easterly right of way line, a distance of 2,430 feet more or less to the southerly right of way line of 5th Avenue; Thence Easterly along said southerly right of way line, a distance of 700 feet more or less to the southerly extension of the west line of Lot 6 in Block 8 of West Moline Addition to the City of Moline; Thence North along said west line and its southerly extension, a distance of 200 feet more or less to the south line of a public alley; Thence East along said south line, a distance of 120 feet more or less to the east right of way line of 6th Street; Thence North along said east right of way line, a distance of 470 feet more or less to the northerly right of way line of Railroad Avenue; Thence Northwesterly along said northerly right of way line, a distance of 2,400

feet more or less to the centerline of 1st Street; Thence Northerly along said centerline, a distance of 950 feet more or less to the POINT OF BEGINNING.

EXCEPTING from the above described property the property described as MO-EZ-1-EXCEPTION.

MO-EZ-1-EXCEPTION

BEGINNING at the intersection of the west line of a public alley in Block 2 of Hunt's 2nd Addition to Midway with the southerly line of the Iowa Interstate Railroad; Thence Northeasterly along said southerly line, a distance of 910 feet more or less to the east right of way line of 46th Street; Thence South along said east right of way line, a distance of 650 feet more or less to the southerly right of way line of 4th Avenue; Thence Westerly along said southerly right of way line, a distance of 920 feet more or less to the southerly extension of the west line of a public alley in Block 2 of Hunt's 2nd Addition to Midway; Thence North along said west line and it's southerly extension, a distance of 650 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 1 (MO EZ 1 to MO EZ 2)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at a point on the north right of way line of Railroad Avenue, said point being 1.5 feet east of the intersection of said north right of way line and the centerline of 1st Street; Thence South parallel with the centerline of said 1st Street to a point that is 1.5 feet south of the westerly extension of the north line of Lot 8 in Block 1 of Wittick's Addition to the City of Moline; Thence East to the POINT OF ENDING on the west line of said Lot 8, said point being 1.5 feet south of the northwest corner of said Lot 8.

MO-EZ-2

BEGINNING at the northwest corner of Lot 8 in Block 1 of Wittick's Addition to the City of Moline; Thence East along the south line of a public alley, a distance of 650 feet more or less to the west right of way line of 2nd Street; Thence South along said west right of way line, a distance of 350 feet more or less to the north line of a public alley; Thence West along said north line, a distance of 650 feet more or less to the east right of way line of 1st Street; Thence North along said east right of way line, a distance of 350 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 2 (MO EZ 1 to MO EZ 3)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the south right of way line of 5th Avenue and the easterly right of way line of 4th Street, also being the northwest corner of Moline Township Tax Parcel No. 5348; Thence Northwesterly, to the POINT OF ENDING at the intersection of the north right of way line of 5th Avenue and the west right of way line of 4th Street, also being the southeast corner of Moline Township Tax Parcel No. 824 (a.k.a. Erickson School Property).

MO-EZ-3 (a.k.a. Erickson School Property)

BEGINNING at the northwest corner of Lot 3 in Block 3 of A. Aldays Addition to the City of Moline; Thence East along the south right of way line of 4th Avenue, a distance of 325 feet more or less to the westerly right of way line of 4th Street; Thence Southerly along said westerly right of way line, a distance of 290 feet more or less to the northerly right of way line of 5th Avenue; Thence Westerly along said northerly right of way line, a distance of 345 feet more or less to the west line of Lot 8 in Block 3 of A. Aldays Addition to the City of Moline; Thence North along said west line and the west line of 2 in Block 3 of A. Aldays Addition to the City of Moline, a distance of 300 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 3 (MO EZ 1 to MO EZ 4)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the east right of way line of 4th Street and the centerline of 11th Avenue; Thence West along said centerline of 11th Avenue to a point that is 1.5 feet west of the intersection of said centerline and the west right of way line of 3rd Street; Thence South to the POINT OF ENDING on the south right of way line of 11th Avenue, said point being 1.5 feet west of the northeast corner of said Moline Tax Parcel No. 9448.

MO-EZ-4 (a.k.a. Autumn Trails Addition)

BEGINNING at the Southwest Corner of the Southeast Quarter of Section 31, Township 18 North, Range 1 West of the 4th Principal Meridian Thence Northerly along the west line Southeast Quarter of said Section 31, a distance of 438.6 feet more or

less to the northwesterly line of Autumn Trails Addition to the City of Moline; Thence Northeasterly along said northwesterly line, a distance of 325.2 feet more or less; Thence Northeasterly along said northwesterly line, a distance of 264.6 feet more or less; Thence Northerly along said northwesterly line, a distance of 100 feet more or less to the south right of way line of 7th Avenue; Thence Easterly along said south right of way line, a distance of 220.6 feet more or less to the west line of a public alley; Thence Southerly along said west line, a distance of 466 feet more or less to the south right of way line of 11th Avenue; Thence Easterly along said south right of way line, a distance of 159.4 feet more or less to the west right of way line of 3rd Street; Thence Southerly along said west right of way line, a distance of 66 feet more or less to the north line of Lot 1 of Brooks 1st Addition to the City of Moline; Thence Westerly along said north line, a distance of 159.5 feet more or less to the west line of a public alley; Thence Southerly along said west line, a distance of 299.6 feet more or less to the north right of way line of 12th Avenue; Thence Easterly along said north right of way line, a distance of 159.9 feet more or less to the west right of way line of 3rd Street; Thence Southerly along said west right of way line, a distance of 99.1 feet more or less to the south line of Lot 34 of Autumn Trails Addition to the City of Moline; Thence Westerly along said south line, a distance of 161.3 feet more or less to the east line of Lot 22 of Autumn Trails Addition to the City of Moline; Thence Southerly along said east line, a distance of 85.7 feet more or less to the south line of Autumn Trails Addition to the City of Moline; Thence Westerly along said south line, a distance of 712.9 feet more or less to the West Line of the Northeast Quarter of said Section 6; Thence Northerly along said west line, a distance of 153.9 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 4 (MO EZ 1 to MO EZ 5)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the southwesterly right of way line of 7th Street and the centerline of 11th Avenue; Thence Northeasterly along said centerline of 11th avenue to a point that is 1.5 feet east of the southerly extension of the west line of Moline Township Tax Parcel No. 4785; Thence North to the POINT OF ENDING on the north right of way line of said 11th Avenue, said point being 1.5 feet east of the southwest corner of said Moline Tax Parcel No. 4785.

MO-EZ-5

BEGINNING at the southeast corner of Lot 15 in Block 2 of One Moline Place an addition to the City of Moline; Thence Southwesterly along the westerly right of way line of 8th Street, a distance of 150 feet more or less to the north right of way line of 11th Avenue; Thence West along said north right of way line, a distance of 188.8 feet more or less to the east line of Lot 13 in Block 3 of One Moline Place an addition to the City of Moline; Thence North along the east line of said Lot 13 and Lot 12 in Block 3 of One Moline Place an addition to the City of Moline, a distance of 133.9 feet more or less to the south line of Lot 24 in Block 2 of One Moline Place an addition to the City of Moline; Thence East along the south line of Lots 24, 21, 16 and 15 in Block 2 of One Moline Place an addition to the City of Moline, a distance of 363.9 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 5 (MO EZ 1 to MO EZ 6)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the northwesterly right of way line of 7th Avenue and the easterly right of way line of 12th Street, also being the southerly corner of Moline Township Tax Parcel No. 4842; Thence Westerly perpendicular to the easterly right of way line of said 12th Street, to the POINT OF ENDING on the westerly right of way line of said 12th Street, said point being 190 feet more or less northerly of the southeast corner of Moline Township Tax Parcel No. 4837.

MO-EZ-6

BEGINNING at the southeast corner of Lot 1 in Block H of Moline Water Power Company's Addition to the City of Moline; Thence Northwesterly along the northerly line of a public alley, a distance of 403 feet more or less to the easterly line of Moline Township Tax Parcel No. 4840; Thence Northeasterly along said east line, a distance of 255 feet more or less to the southerly right of way line of 5th Avenue Place; Thence Easterly along said southerly right of way line, a distance of 388 feet more or less to the westerly right of way line of 12th Street; Thence Southerly along said westerly right of way line, a distance of 325.9 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 6 (MO EZ 1 to MO EZ 7)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the centerline of 7th Avenue and the centerline of 15th Street; Thence South along said centerline of 15th Street to the intersection of said centerline and the centerline of 10th Avenue; Thence East along said centerline of 10th Avenue to a point that is 1.5 feet east of the southerly extension of the west line of Moline Township Tax Parcel No. 1405; Thence North, to the POINT OF ENDING on the north right of way line of said 10th Avenue, said point being 1.5 feet east of the southwest corner of said Moline Township Tax Parcel No. 1405 (Lot 11 in George W. Bell's Addition to the City of Moline).

MO-EZ-7 (a.k.a. Moline Township Tax Parcel No. 1404)

BEGINNING at the southeast corner of Lot 11 in George W. Bell's Addition to the City of Moline; Thence West along the north right of way line of 10th Avenue, a distance of 90.3 feet more or less to the east line of a public alley; Thence Northerly along said east line, a distance of 93 feet more or less to the south line of Moline Township Tax Parcel No. 1406-A; Thence East along said south line, a distance of 95 feet more or less to the west right of way line of 15th Street "A". Thence South along said west right of way line, a distance of 93 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 7 (MO EZ 7 to MO EZ 8)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at a point on the north right of way line of 10th Avenue, said point being 1.5 feet west of the southeast corner of said Moline Township Tax Parcel No. 1405 (Lot 11 in George W. Bell's Addition to the City of Moline); Thence South to the centerline of 10th Avenue; Thence East along said centerline of 10th Avenue and the easterly extension of said centerline to the POINT OF ENDING on the east right of way line of 15th Street "A", said east right of way line also being the west line of Moline Township Tax Parcel No. 388-1.

MO-EZ-8 (a.k.a. Moline Township Tax Parcel No. 388-1)

BEGINNING at the intersection of the north right of way line of 10th Avenue and the east right of way line of 15th Street "A"; Thence East along the north line of Moline Township Tax Parcel No. 388-1, a distance of 388 feet more or less to the westerly right of way line of 16th Street; Thence Southerly along said westerly right of way line, a distance of 232 feet more or less to the north line of a public alley; Thence West along said north line, a distance of 378 feet more or less to the east right of way line of 15th Street "A"; Thence North along said east right of way line, a distance of 230 feet more or less to the Point of Beginning.

MO EZ Connector 8 (MO EZ 1 to MO EZ 9)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the centerline of 7th Avenue and the centerline of Interstate 74; Thence Southerly along said centerline of Interstate 74 to the centerline of John Deere Road; Thence Westerly along said centerline of John Deere Road to the centerline of 27th Street; Thence Northerly along said centerline of 27th Street to the centerline of 36th Avenue; Thence Westerly along said centerline of 36th Avenue to a point that is 1.5 west of the of the northerly extension of the east line of South Moline Township Tax Parcel No. 14938; Thence South to the POINT OF ENDING on the southerly right of way line of 36th Avenue, said point being 1.5 feet more or less northwesterly of the northeast corner of South Moline Township Tax Parcel No. 14938 (Lot 2 of Parakeet Island Addition to the City of Moline).

MO-EZ-9 (a.k.a. Parakeet Island Addition)

BEGINNING at the southwest corner of Lot 2 of Parakeet Island Addition to the City of Moline: Thence North along the west line of said Lot 2, a distance of 900 feet more or less to the southerly right of way line of 36th Avenue; Thence Easterly along said southerly right of way line, a distance of 777 feet more or less to the westerly right of way line of 25th Street; Thence Southerly along said westerly right of way line, a distance of 485 feet more or less to the north line of South Moline Township Tax Parcel No. 8048-3; Thence West along said north line, a distance of 407 feet more or less to the west line of South Moline Township Tax Parcel No. 8048-3; Thence South along said west line, a distance of 308.6 feet to the south line of said Lot 2 in Parakeet Island Addition to the City of Moline; Thence West along said south line, a distance of 345.1 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 9 (MO EZ Connector 8 to MO EZ 10)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the centerline of John Deere Road and the centerline of 27th Street; Thence South along the said centerline of 27th Street to a point that is 1.5 feet south of the easterly extension of the north line of South Moline Township Tax Parcel No. 14989; Thence West to the POINT OF ENDING on the westerly right of way line of said 27th Street, said point being 1.5 feet more or less southeasterly of the northeast corner of said South Moline Township Tax Parcel No. 14989.

MO-EZ-10 (a.k.a. South Park Mall)

Beginning at the southeast corner of Lot 4 of South Park Mall 1st Addition to the City of Moline: Thence West along the north line of Ekhco 5th Addition to the City of Moline, a distance of 2,022 feet more or less to the easterly right of way line of 16th Street; Thence northerly along said easterly right of way line, a distance of 2,235 feet to the southerly right of way line of John Deere Road; Thence easterly along said southerly right of way line, a distance of 1,970 feet to the westerly line right of way line of 27th Street; Thence southerly along said westerly right of way line, a distance of 2,160 feet more or less to the Point of Beginning.

MO EZ Connector 10 (MO EZ Connector 8 to MO EZ 11)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the centerline of John Deere Road and the centerline of 27th Street; Thence South along the said centerline of 27th Street to a point that is 1.5 feet south of the westerly extension of the north line of South Moline Township Tax Parcel No. 354-C; Thence East to the POINT OF ENDING on the east right of way line of said 27th Street, said point being 1.5 feet south of the northwest corner of said South Moline Township Tax Parcel No. 354-C.

MO-EZ-11

BEGINNING at the intersection of the easterly right of way line of 27th Street with the southerly right of way line of John Deere Road; Thence Southeasterly along said southerly right of way line, a distance of 324 feet more or less to the west line of South Moline Township Tax Parcel No. 355; Thence Southeasterly along the southwesterly right of way line of John Deere Road, a distance of 828 feet more or less to the westerly right of way line of Interstate Route 74; Thence Southerly along said westerly right of way line, a distance of 1,228 feet more or less to the north right of way line of 48th Avenue; Thence West along said north right of way line, a distance of 612 feet more or less to the east line of South Moline Township Tax Parcel No. 360-3; Thence North along said east line, a distance of 276 feet to the north line of South Moline Township Tax Parcel No. 360-3; Thence West along said north line, a distance of 300 feet more or less to the easterly right of way line of 27th Street; Thence Northerly along said easterly right of way line, a distance of 1,558 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 11 (MO EZ Connector 8 to MO EZ 12)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the centerline of Interstate 74 and the centerline of John Deere Road; Thence Easterly along said centerline of John Deere Road to the centerline of 38th Street; Thence Southerly along said centerline of 38th Street to a point that is 1.5 feet south of the easterly extension of the north line of South Moline Township Tax Parcel No. 335-42; Thence Westerly to the POINT OF ENDING on the westerly right of way line of said 38th Street, said point being 1.5 feet southerly of the northeast corner of said South Moline Township Tax Parcel No. 335-42.

MO-EZ-12

BEGINNING at the intersection of the north right of way line of 42nd Avenue and the west right of way line of 38th Street; Thence west along said north right of way line, a distance of 400 feet more or less to the west line of South Moline Township Tax Parcel No. 355-42; Thence North along said west line, a distance of 720 feet more or less to the southerly right of way line of 40th Avenue; Thence Easterly along said southerly right of way line, a distance of 370 feet more or less to the westerly right of way line of 38th Street; Thence Southerly along said westerly right of way line, a distance of 760 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 12 (MO EZ Connector 8 to MO EZ 13)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the centerline of Interstate 74 and the centerline of John Deere Road; Thence South along said centerline of Interstate 74 to the centerline of 69th Avenue; Thence West and Northwesterly along said centerline of 69th Avenue and North along the centerline of 27th Street to the centerline of Airport Road (69th Avenue); Thence Westerly along said centerline of Airport Road (69th Avenue) to a point that is 1.5 feet northwesterly of the northeasterly extension of the southeasterly line of Coal Valley Township Tax Parcel No. 334-1; Thence Southwesterly to the POINT OF ENDING on the southwesterly right of way line of said Airport Road (69th Avenue), said point being 1.5 feet more or less northwesterly of the northeast corner of said Coal Valley Township Tax Parcel No. 334-1.

MO-EZ-13

BEGINNING at the northwest corner of Coal Valley Township Tax Parcel No. 334-1 which is located on the southwesterly right of way line of Airport Road (69th Avenue) approximately 35 feet east of the east line of Lot 1 in Phelp's 3rd Rock River Addition; Thence Southeasterly along said southwesterly right of way line, a distance of 566 feet more or less to the southeasterly line of Coal Valley Township Tax Parcel No. 334-1; Thence Southwesterly along said southeasterly line, a distance of 249.27 feet more or less to the southwesterly line of Coal Valley Township Tax Parcel No. 334-1; Thence Northwesterly along said southwesterly line, a distance of 362 feet more or less to the west line of Coal Valley Township Tax Parcel No. 334-1; Thence North along said west line, a distance of 344.83 feet to the POINT OF BEGINNING.

MO EZ Connector 13 (MO EZ Connector 12 to MO EZ 14)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the centerline of 27th Street and the centerline of Airport Road (69th Avenue); Thence North along said centerline of 27th Street to a point that is 1.5 feet north of the westerly extension of the south line of Coal Valley Township Tax Parcel No. 124-B; Thence East to the POINT OF ENDING on the said east right of way line of 27th Street, said point being 1.5 feet north of the southwest corner of said Coal Valley Township Tax Parcel No. 124-B.

MO-EZ-14

BEGINNING at the northeast corner of Lot 1 in Frank Foundries Subdivision to the City of Moline, Illinois; Thence West along the north line of said Lot 1, a distance of 405 feet more or less to the east right of way line of 27th Street; Thence North along said east right of way line, a distance of 128.6 feet more or less to the northerly line of Coal Valley Township Tax Parcel No. 124-B; Thence East along said northwesterly line, a distance of 40.7 feet more or less; Thence North along said northwesterly line, a distance of 38 feet more or less; Thence East along said northwesterly line, a distance of 137.7 feet more or less; Thence North along said northwesterly line, a distance of 100 feet more or less; Thence East along said northwesterly line, a distance of 26 feet more or less; Thence North along said northwesterly line, a distance of 33.3 feet more or less to the north line of Coal Valley Township Tax Parcel No. 124-B; Thence East along said north line, a distance of 151.81 feet more or less to the westerly right of way line of Interstate Route 74; Thence Southeasterly along said westerly right of way line, a distance of 123.23 feet more or less; Thence South along said westerly right of way line, a distance of 200 feet more or less; Thence Northeasterly along said westerly right of way line, a distance of 111.4 feet more or less; Thence Southeasterly along said westerly right of way line, a distance of 348.4 feet more or less; Thence Southeasterly along said westerly right of way line, a distance of 167.4 feet more or less; Thence South along said westerly right of way line, a distance of 783 feet more or less to the north right of way line of 69th Avenue; Thence West along said north right of way line, a distance of 439.2 feet; Thence Northwesterly along the northeasterly right of way lines of 69th Avenue and 27th Street, a distance of 780 feet more or less; Thence North along the easterly right of way line of 27th Street, a distance of 238.28 feet more or less to the north line of Lot 2 in Hospitality Group Subdivision to the City of Moline; Thence East along said north line, a distance of 275 feet more or less to the west line of Lot 1 in Hospitality Group Subdivision to the City of Moline; Thence North along said west line, a distance of 116 feet more or less to the south right of way line of 69th Avenue Court; Thence East along said south right of way line, a distance of 132 feet more or less; Thence Easterly, Northerly and Westerly along the curved easterly right of way line of 69th Avenue Court, a distance of 239 feet more or less to the east line of Lot 1 in Frank Foundries Subdivision to the City of Moline, Illinois; Thence North along said east line, a distance of 115.8 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 14 (MO EZ Connector 12 to MO EZ 15)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at the intersection of the centerline of Interstate 74 and the centerline of US Route 6 (69th Avenue); Thence East along said centerline of US Route 6 (69th Avenue) to a point that is 1.5 feet east of the southerly extension of the west line of Coal Valley Township Tax Parcel No. 12-1; Thence North to the POINT OF ENDING on the north right of way line of said US Route 6 (69th Avenue), said point being 1.5 feet east of the southwest corner of said Coal Valley Township Tax Parcel No. 12-1.

MO-EZ-15

BEGINNING at the intersection of the northerly right of way line of US Route 6 (69th Avenue) and the east line of E.A. Edlund's Airport Subdivision; Thence North along said east line, a distance of 800 feet more or less to the northerly line of Coal Valley Township Tax Parcel No. 12-1; Thence East along said northerly line, a distance of 8 feet more or less; Thence North along said northerly line, a distance of 6 feet more or less; Thence East along said northerly line, a distance of 382.1 feet more or less to the westerly line of Coal Valley Township Tax Parcel No. 12-4; Thence South along said westerly line, a distance of 35 feet more or less; Thence East along said westerly line, a distance of 35 feet more or less; Thence South along said westerly line, a distance of 158.7 feet more or less to the southerly line of Coal Valley Township Tax Parcel No. 12-4; Thence Easterly along said southerly line, a distance of 178.4 feet more or less to the west line of Coal Valley Township Tax Parcel No. 12-5; Thence South along said west line, a distance of 557.9 feet more or less to the northerly right of way line of US Route 6 (69th Avenue); Thence West along said northerly right of way line, a distance of 212 feet more or less; Thence South along said northerly right of way line, a distance of 10 feet more or less; Thence Westerly along said northerly right of way line, a distance of 388.1 feet more or less to the POINT OF BEGINNING.

MO EZ Connector 15 (MO EZ 15 to MO EZ 16)

A 3 feet wide strip of land, the centerline being described as follows:

BEGINNING at a point on the north right of way line of US Route 6 (69th Avenue), said point being 1.5 feet west of the southeast corner of said Coal Valley Township Tax Parcel No. 12-1; Thence South to the centerline of US Route 6 (69th Avenue);

Thence East along the centerline of US Route 6 (69th Avenue) to the centerline of US Route 150; Thence Southerly along said centerline of US Route 150 to the centerline of Indian Bluff Road; Thence Westerly along said centerline of Indian Bluff Road to the centerline of FAU Route 5822 (Milan Beltway); Thence Northerly along said centerline of FAU Route 5822 (Milan Beltway) to a point that is 1.5 south of the westerly extension of the north line of Black Hawk Township Tax Parcel No. 4721; Thence East to the POINT OF ENDING on the easterly right of way line of said FAU Route 5822 (Milan Beltway), said point being 1.5 feet south of the northwest corner of said Black Hawk Township Tax Parcel No. 4721.

MO-EZ-16 (a.k.a. Case Creek Trails Subdivision)

BEGINNING at the at the Southwest Corner of the Southeast Quarter of Section 19, Township 17 North, Range 1 West of the 4th Principal Meridian; Thence North along the west line of said Southeast Quarter, a distance of 426 feet more or less to the intersection with the easterly right of way line of FAU Route 5822 (Milan Beltway); Thence East along said easterly right of way line, a distance of 129.3 feet more or less; Thence Northeasterly along said easterly right of way line, a distance of 62.2 feet more or less; Thence North along said easterly right of way line, a distance of 85 feet more or less; Thence Northwesterly along said easterly right of way line, a distance of 77.8 feet more or less; Thence Northwesterly along said easterly right of way line, a distance of 42.6 feet more or less; Thence along said easterly right of way line, a distance of 107.8 feet more or less; Thence Northwesterly along said easterly right of way line, a distance of 62.3 feet more or less; Thence Westerly along said easterly right of way line, a distance of 57.7 feet more or less to the west line of the Southeast Quarter of said Section 19; Thence North along said west line, a distance of 243 feet more or less to the intersection of the west line of Southeast Quarter of said Section 19 and said easterly right of way line of FAU Route 5822 (Milan Beltway); Thence Westerly along said easterly right of way line, a distance of 31.2 feet more or less; Thence Northerly 682.5 feet more or less along said easterly right of way curve curve to the left, to the westerly extension to the north line of Lot 2 in Case Creek Trails Subdivision, recorded as Document NO. 2011-11568 in the Rock Island County Recorder's Office, also being the south line of the existing Metropolitan Airport Authority Runway 9-27 Protection Zone; Thence Easterly along said north line, a distance of 1,212.8 feet more or less to the east line of said Lot 2, also being east line of the west half of the Southeast Quarter of said Section 19; Thence South along said east line, a distance of 1,007.5 feet more or less to the east easterly line of said Lot 2; Thence Southeasterly along said easterly line, a distance of 258.4 feet more or less to the north line of said Lot 2; Thence East along said north line, a distance of 1,642.1 feet more or less to the east line of said Lot 2; Thence South along said east line, a distance of 192.5 feet more or less to the south line of said Lot 2; Thence West along said south line, a distance of 1,485.5 feet more or less to the easterly line of said Lot 2; Thence Southeasterly along the easterly line of said Lot 2 and the easterly line of Lot 1 in Case Creek Trails Subdivision, a distance of 457.4 feet more or less to the south line of the Southeast Quarter of said Section 19; Thence West along said south line, a distance of 1,706.4 feet more or less to the POINT OF BEGINNING.

Those parts of the City of Rock Island, Illinois described as follows:

RI-EZ-1

BEGINNING at the intersection of the westerly right of way line of 2nd Street and the southerly right of way line of 6th Avenue in Section 34, Township 18 North, Range 2 West of the 4th Principal Meridian; Thence Southwesterly along said southerly right of way line, a distance of 646 feet more or less to the easterly right of way line of a railroad; Thence Northerly along said easterly right of way line, a distance of 1,400 feet more or less to the southerly right of way line of 3rd Avenue; Thence Southwesterly along said southerly right of way line, a distance of 80 feet more or less to the easterly right of way line of Mill Street; Thence Southerly along said easterly right of way line, a distance of 1,350 feet more or less to the northerly right of way line of 6th Avenue; Thence Westerly, a distance of 60 feet more or less to the westerly right of way line of Mill Street and the southerly line of Rock Island Township Tax Parcel No. 1722-2; Thence Westerly along said southerly line, a distance of 500 feet more or less to the easterly shore of the Mississippi River; Thence Northerly and Northeasterly along said easterly shore line, a distance of 3,600 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 1722; Thence Southeasterly along said northerly line, a distance of 441 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 7688; Thence Northeasterly along said northerly line, a distance of 230 feet more or less to the westerly line of vacated 8th Street; Thence Northeasterly along the southerly right of way line of a railroad, a distance of 1,195 feet more or less to the easterly line of Rock Island Township Tax Parcel No. 2337-G; Thence Southerly along said easterly line, a distance of 82 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 1690-A; Thence Southwesterly along said northerly line, a distance of 306 feet more or less to the easterly right of way line of 10th Street; Thence Southeasterly along said easterly right of way line, a distance of 192 feet more or less to the northwesterly right of way line of 2nd Avenue; Thence Southwesterly along said northwesterly right of way line, a distance of 1,000 feet more or less to the intersection of the westerly line of vacated 8th Street and the northerly right of way line of 3rd Avenue; Thence Southwesterly, a distance of 100 feet more or less to the intersection of the southerly right of way line of 3rd Avenue and the northwesterly right of way line of IL Route 92 / Centennial Expressway; Thence Southwesterly along said northwesterly right of way line, a distance of 2,080 feet more or less to the intersection said northwesterly right of way line and the easterly right of way line of 2nd Street; Thence Southeasterly along said easterly right of way line, a distance of 80 feet more or less to the southerly right of way line of 6th Avenue; Thence Southwesterly along said southerly right of way line, a distance of 70 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 1 (RI EZ 1 to RI EZ 2)

A 3 feet wide strip of land with the centerline described as follows:

Beginning on the easterly line of RI-EZ-1 at the intersection of the easterly right of way line of 2nd Street and the southerly right of way line of 6th Avenue in Section 34, Township 18 North, Range 2 West of the 4th Principal Meridian; Thence easterly and southeasterly within the right of way of IL Route 92 / Centennial Expressway, a distance of 540 feet more or less to the westerly line of RI-EZ-2 as described below.

RI-EZ-2

BEGINNING at the intersection of the south right of way line of 11th Avenue and the east right of way line of 3rd Street in the Northeast Quarter of Section 3, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence Northerly along the easterly right of way line of 3rd Street and the easterly right of way line of IL Route 92 / Centennial Expressway, a distance of 1,440 feet more or less to the northerly right of way line of 5th Avenue; Thence Northeasterly along said northerly right of way line, a distance of 115 feet more or less to the westerly line of Rock Island Township Tax Parcel No. 1897; Thence Northerly along said westerly line, a distance of 88 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 1897; Thence Northeasterly along said northerly line, a distance of 115 feet more or less to the westerly right of way line of 6th Street; Thence Northerly along said westerly right of way line, a distance of 75 feet more or less to the easterly right of way line of IL Route 92 / Centennial Expressway; Thence Northeasterly along said easterly right of way line, a distance of 450 feet more or less to the northerly right of way line of 4th Avenue; Thence Northeasterly along said northerly right of way line, a distance of 300 feet more or less to the easterly right of way line of 8th Street; Thence Northerly along said easterly right of way line, a distance of 200 feet more or less to the easterly right of way line of IL Route 92 / Centennial Expressway; Thence Northeasterly along said easterly right of way line, a distance of 880 feet more or less to the easterly right of way line of 10th Street; Thence Southerly along said easterly right of way line, a distance of 20 feet more or less to the northerly line of a public alley in Block 16 of Chicago or Lower Addition and Block 8 of Old Town Addition; Thence Northeasterly along said northerly line, a distance of 250 feet more or less to the westerly line of Rock Island Township Tax Parcel No. 5059; Thence Northerly along said westerly line, a distance of 150 feet more or less to the easterly right of way line of IL Route 92 / Centennial Expressway; Thence Northeasterly along said easterly right of way line, a distance of 1,465 feet more or less to the northeasterly line of Rock Island Township Tax Parcel No. 5036; Thence Southeasterly along said northeasterly line, a distance of 35 feet more or less to the easterly line of said Rock Island Township Tax Parcel No. 5036; Thence Southeasterly along said easterly line and its southerly extension, a distance of 265 feet more or less to the southerly right of way line of 2nd Avenue; Thence Southwesterly along said southerly right of way line, a distance of 400 feet more or less to the easterly right of way line of 13th Street; Thence Southerly along said easterly right of way line, a distance of 720 feet more or less to the northerly right of way line of 4th Avenue; Thence Northeasterly along said southerly right of way line, a distance of 320 feet more or less to the westerly right of way line of 14th Street; Thence Northerly along said westerly right of way line, a distance of 150 feet more or less to the southerly right of way line of an alley in Block 17 of Old Town Addition; Thence Southwesterly along said southerly right of way line, a distance of 80 feet more or less to the southerly extension of the easterly line of Rock Island Township Tax Parcel No. 5202; Thence Northerly along said easterly line and its southerly extension, a distance of 80 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 5199; Thence Northeasterly along said northerly line, a distance of 80 feet more or less to the westerly right of way line of 14th Street; Thence Southerly along said westerly right of way line, a distance of 60 feet more or less to the northerly right of way line of said alley; Thence Northeasterly along the northerly right of way line of an alley and its westerly extension, in Block 16 of Old Town Addition, a distance of 320 feet more or less to the westerly line of Lot 1 in said Block 16; Thence Northerly along said westerly line, a distance of 150 feet more or less to the southerly right of way line of 3rd Avenue; Thence Northeasterly along said southerly right of way line, a distance of 160 feet to the easterly right of way line of 15th Street; Thence Southerly along said easterly right of way line, a distance of 320 feet to the northerly right of way line of 4th Avenue; Thence Northeasterly along said northerly right of way line, a distance of 240 feet more or less to the westerly line of Lot 8 in Block 15 of Old Town Addition; Thence Northerly along said westerly line, a distance of 98 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 5183; Thence Northeasterly along said northerly line, a distance of 80 feet more or less to the westerly right of way line of 16th Street; Thence Southerly along said westerly right of way line, a distance of 98 feet more or less to the northerly right of way line of 4th Avenue; Thence Northeasterly along said northerly right of way line, a distance of 292 feet more or less to the westerly right of way line of 17th Street; Thence Northerly along said westerly right of way line, a distance of 338 feet more or less to the southerly right of way line of 3rd Avenue; Thence Southwesterly along said southerly right of way line, a distance of 500 feet more or less to the westerly line of Rock Island Township Tax Parcel No. 5156; Thence Northerly, a distance of 80 feet more or less to the northerly right of way line of 3rd Avenue; Thence Southwesterly along said northerly right of way line, a distance of 200 feet more or less to the easterly right of way line of 15th Street; Thence Northerly along said easterly right of way line, a distance of 233 feet more or less to the southerly line of Rock Island Township Tax Parcel No. 5119-1; Thence Northeasterly along said southerly line, a distance of 50 feet more or less to the easterly line of Rock Island Township Tax Parcel No. 5119-1; Thence Northerly along said easterly line, a distance of 135 feet more or less to the southerly line of Rock Island Township Tax Parcel No. 5010-X; Thence Northeasterly along said southerly line, a distance of 315 feet more or less to the westerly right of way line of 16th Street; Thence Northerly along said westerly right of way line, a distance of 285 feet more or less to the southerly right of

way line of IL Route 92 / Centennial Expressway; Thence Northeasterly along said southerly right of way line, a distance of 1,750 feet more or less to the westerly right of way line of 20th Street; Thence Southerly along said westerly right of way line, a distance of 170 feet more or less to the south right of way line of an alley in Block 3 of Spencer and Case Addition; Thence Westerly along said southerly right of way line, a distance of 300 feet more or less to the easterly right of way line of 19th Street; Thence Southerly along said easterly right of way line, a distance of 550 feet more or less to the northerly right of way line of 3rd Avenue; Thence Easterly along said northerly right of way line, a distance of 380 feet more or less to the east right of way line of 20th Street; Thence Northerly along said easterly right of way line, a distance of 690 feet more or less to the southerly right of way line of IL Route 92 / Centennial Expressway; Thence Easterly and Southeasterly along said southerly right of way line, a distance of 1,270 feet more or less to the easterly line of Rock Island Township Tax Parcel No. 581; Thence Southerly along said easterly line, a distance of 185 feet more or less to the northeasterly corner of Rock Island Township Tax Parcel No. 586; Thence Southerly along the easterly line of said Rock Island Township Tax Parcel No. 586, a distance of 170 feet to the northerly right of way line of 3rd Avenue; Thence Southeasterly, a distance of 82 feet more or less to the northeasterly corner of Rock Island Township Tax Parcel No. 590; Thence Southerly along the easterly line of said Rock Island Township Tax Parcel No. 590, a distance of 170 feet more or less to the southerly right of way line of an alley in Block 3 of Bailey and Boyle's Addition; Thence Easterly along said southerly right of way line, a distance of 73 feet more or less to the easterly line of Lot 7 in said Block 3; Thence Southerly along said easterly line, a distance of 150 feet more or less to the northerly right of way line of 4th Avenue; Thence Easterly along said northerly right of way line, a distance of 125 feet more or less to the easterly right of way line of 24th Street; Thence Northerly along said easterly right of way line, a distance of 160 feet more or less to the southerly line of Rock Island Township Tax Parcel No. 5366; Thence Easterly along said southerly line, a distance of 90 feet more or less to the easterly line of said Rock Island Township Tax Parcel No. 5366; Thence Northerly along said easterly line, a distance of 160 feet more or less to the southerly right of way line of 3rd Avenue; Thence Easterly along said southerly right of way line, a distance of 297 feet more or less to the westerly right of way line of 25th Street; Thence Northerly, a distance of 80 feet more or less to the intersection of the northerly right of way line of 3rd Avenue and the easterly line of Rock Island Township Tax Parcel No. 5355-1; Thence Easterly along said northerly right of way line, a distance of 60 feet more or less to the easterly right of way line of 25th Street; Thence Southerly along said easterly right of way line, a distance of 399 feet more or less to the Northerly right of way line of 4th Avenue; Thence Easterly along said northerly right of way line, a distance of 310 feet more or less to the easterly line of Lot 2 in Q.C.C.A Addition; Thence Northeasterly along said easterly line, a distance of 417 feet more or less to the southerly right of way line of a railroad; Thence Southeasterly along said southerly right of way line, a distance of 2,925 feet more or less to the northerly right of way line of 5th Avenue; Thence Westerly along said northerly right of way line, a distance of 270 feet more or less to the northerly extension of the easterly line of Rock Island Township Tax Parcel No. 5421; Thence Southerly along said easterly line and its northerly extension, a distance of 462 feet more or less to the northerly line of Island View Court Addition; Thence Westerly along said northerly line, a distance of 250 feet more or less to the westerly line of Outlot 33 of Assessor's Plat of 1864 for Outlots in the Southeast Quarter of Section 36, Township 18 North, Range 2 West of the 4th Principal Meridian; Thence Northerly along said westerly line, a distance of 287 feet more or less to the southerly right of way line of an alley; Thence Westerly along said southerly right of way line and its westerly extension, a distance of 188.72 feet more or less to the westerly right of way line of 31st Street; Thence Southerly along said westerly right of way line, a distance of 46 feet more or less to the southerly right of way line of an alley; Thence Westerly along said southerly right of way line, a distance of 100 feet more or less to the westerly line of Lot 19 in Skinner's Addition; Thence Southerly along said westerly line, a distance of 41 feet more or less to the southerly line of Lot 5 in Skinner's Addition; Thence westerly along said southerly line, a distance of 98 feet more or less to the westerly line of Skinner's Addition; Thence Northerly along said westerly line, a distance of 105 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 5412; Thence Westerly along said northerly line, a distance of 207 feet more or less to the easterly right of way line of 30th Street; Thence Southerly along said easterly right of way line, a distance of 69 feet more or less to the easterly extension of the southerly right of way line of an alley; Thence Westerly along said southerly right of way line and its easterly and westerly extensions, a distance of 220 feet more or less to the westerly right of way line of an alley; Thence Northerly along said westerly right of way line, a distance of 16 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 4894-1; Thence Westerly along said northerly line, a distance of 36 feet more or less to the westerly line of Rock Island Township Tax Parcel No. 4894-1; Thence Southerly along said westerly line, a distance of 14 feet more or less to the southerly right of way line of an alley; Thence Westerly along said southerly line and its westerly extension, a distance of 165 feet more or less to the westerly right of way line of an alley; Thence Southerly along said westerly right of way line and its southerly extension, a distance of 143 feet more or less to the southerly right of way line of 5th ½ Avenue; Thence Westerly along said southerly right of way line, a distance of 340 feet more or less to the southerly extension of the easterly line of Rock Island Township Tax Parcel No. 5663; Thence Northerly along said easterly line and its southerly extension, a distance of 312 feet more or less to the southerly right of way line of 5th Avenue; Thence Westerly along said southerly right of way line, a distance of 300 feet more or less to the easterly right of way line of 28th Street; Thence Southerly along said easterly right of way line, a distance of 126 feet more or less to the easterly extension of the southerly right of way line of an alley; Thence Westerly along said southerly right of way line and its extension, a distance of 1,345 feet more or less to the easterly right of way line of 25th Street; Thence Southerly along said easterly right of way line and its southerly extension, a distance of 184 feet to the southerly right of way line of 5th ½ Avenue; Thence Westerly along said southerly right of way line, a distance of 200 feet more or less to the easterly right of way line of 24th Street; Thence Northerly along said easterly right of way line, a distance of 145 feet more or less to the easterly extension of the southerly line of Lot 1 in the Plat of Part of Outlot 18 and Part of Outlot 19 of Bailey and Boyle's 2nd Addition; Thence Westerly along said southerly line and its extension, a distance of

375 feet more or less to the easterly right of way line of 23rd Street; Thence Northwesterly, a distance of 92 feet more or less to the intersection of the westerly right of way line of 23rd Street and the southerly right of way line of 5th Avenue; Thence Westerly along said southerly right of way line, a distance of 300 feet more or less to the easterly right of way line of 22nd Street; Thence Southerly along said easterly right of way line, a distance of 170 feet more or less to the easterly extension of the southerly right of way line of an alley; Thence Westerly along said southerly right of way line and its extension, a distance of 200 feet more or less to the easterly right of way line of an alley; Thence Southerly along said easterly right of way line, a distance of 318 feet more or less to the northerly right of way line of 6th Avenue; Thence Easterly along said northerly right of way line, a distance of 200 feet more or less to the easterly right of way line of 22nd Street; Thence Southerly along said easterly right of way line, a distance of 415 feet more or less to the southerly right of way line of 7th Avenue; Thence Westerly, a distance of 60 feet more or less to the intersection of the southerly right of way line of 7th Avenue and the westerly right of way line of 22nd Street; Thence Southerly along said westerly right of way line, a distance of 320 feet more or less to the southerly line of Rock Island Township Tax Parcel No. 5277; Thence Westerly along said southerly line, a distance of 151 feet more or less to the easterly line of Rock Island Township Tax Parcel No. 2741; Thence Southerly along said easterly line, a distance of 85 feet more or less to the southerly line of Rock Island Township Tax Parcel No. 2741; Thence Westerly along said southerly line, a distance of 140 feet more or less to the easterly right of way line of 21st Street; Thence Northerly along said easterly right of way line, a distance of 386 feet more or less to the southerly right of way line of 7th Avenue; Thence Westerly along said southerly right of way line, a distance of 2,000 feet more or less to the southerly extension of the westerly line of Rock Island Township Tax Parcel No. 7786; Thence Northerly along said westerly line and its extension, a distance of 160 feet more or less to the southerly right of way line of an alley; Thence Northeasterly along said southerly right of way line, a distance of 25 feet more or less to the southerly extension of the westerly line of Rock Island Township Tax Parcel No. 3046; Thence Northerly along said westerly line and its extension, a distance of 120 feet more or less to the southerly right of way line of 6th Avenue; Thence Northeasterly along said southerly right of way line, a distance of 25 feet more or less to the southerly extension of the westerly line of Rock Island Township Tax Parcel No. 6965; Thence Northerly along said westerly line and its extension, a distance of 124 feet more or less to the southerly line of Rock Island Township Tax Parcel No. 6966; Thence Southwesterly along said southerly line, a distance of 40 feet more or less to the westerly line of said Rock Island Township Tax Parcel No. 6966; Thence Northerly along said westerly line and the westerly line of Rock Island Township Tax Parcel No. 6953, a distance of 147 feet more or less to the southerly right of way line of 5th ½ Avenue; Thence Southwesterly along said southerly right of way line, a distance of 325 feet to the westerly right of way line of 14th Street; Thence Northerly along said westerly right of way line, a distance of 270 feet more or less to the southerly right of way line of 5th Avenue; Thence Southwesterly along said southerly right of way line, a distance of 750 feet more or less to the easterly right of way line of 12th Street; Thence Southerly along said easterly right of way line, a distance of 750 feet more or less to the southerly right of way line, a distance of 7th Avenue; Thence Northeasterly along said southerly right of way line, a distance of 275 feet more or less to the westerly right of way line of 13th Street; Thence Southerly along said westerly right of way line, a distance of 390 feet more or less to the northerly right of way line of 8th Avenue; Thence Southwesterly along said northerly right of way line, a distance of 465 feet more or less to the northerly extension of the westerly line of Rock Island Township Tax Parcel No. 2324-A; Thence Southerly along said westerly line and its extension and the westerly line of Rock Island Township Tax Parcel No. 2325, a distance of 290 feet more or less to the northerly right of way line of an alley; Thence Southerly along the easterly right of way line of an alley, a distance of 290 feet more or less to the northerly right of way line of 10th Avenue; Thence Westerly along said northerly right of way line, a distance of 92 feet more or less to the northerly extension of the easterly line of Lots 12 and 14 in Schubert and Fluegel's Addition; Thence Southerly along said easterly lines and their extension, a distance of 380 feet more or less to the southerly right of way line of 11th Avenue; Thence Easterly along said southerly right of way line, a distance of 155 feet more or less to the easterly line of Lot 19 in Schubert and Fluegel's 2nd Addition; Thence Southerly along said easterly line, a distance of 120 feet more or less to the northerly right of way line of an alley; Thence Easterly along said northerly right of way line, a distance of 38 feet more or less to the westerly right of way line of an alley; Thence Southerly along said westerly right of way line, a distance of 140 feet more or less to the northerly right of way line of 12th Avenue; Thence Westerly along said northerly right of way line, a distance of 2,470 feet more or less to the easterly right of way line of 5th Street; Thence Northwesterly, a distance of 62 feet more or less to the intersection of the northerly line of Lot 5 in Paul's Addition and the westerly right of way line of 5th Street; Thence Westerly along said northerly line, a distance of 41.5 feet more or less to the easterly line of Rock Island Township Tax Parcel No. 4602; Thence Northerly along said easterly line, a distance of 20 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 4602; Thence Westerly along said northerly line, a distance of 280 feet to the westerly right of way line of 4th Street; Thence Northerly along said westerly right of way line, a distance of 30 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 4602; Thence Westerly along said northerly line, a distance of 116 feet more or less to the easterly right of way line of an alley; Thence Southerly along said easterly right of way line, a distance of 142 feet more or less to the northerly line of Rock Island Township Tax Parcel No. 4602; Thence Westerly along said northerly line, a distance of 136 feet more or less to the easterly right of way line of 3rd Street; Thence Northerly along said easterly right of way line, a distance of 362.3 feet more or less to the POINT OF BEGINNING.

Excepting from the above described tract, the following:

Exception to RI-EZ-2

BEGINNING at the northwest corner of Lot 1 in Block 46 of Chicago or Lower Addition; Thence Northeasterly along the southerly right of way line of 5th Avenue, a distance of 505 feet more or less to the westerly right of way line of 9th Street; Thence Southerly along said westerly right of way line, a distance of 380 feet more or less to the southerly right of way line of 6th Avenue; Thence Northeasterly along said southerly right of way line, a distance of 260 feet more or less to the westerly right of way line of an alley; Thence Southerly along said westerly right of way line, a distance of 320 feet, more or less to the northerly right of way line of 7th Avenue; Thence Southwesterly along said northerly right of way line, a distance of 580 feet more or less to the easterly right of way line of 8th Street; Thence Northerly along said easterly right of way line, a distance of 476 feet more or less to the easterly extension of the southerly line of Rock Island Township Tax Parcel No. 2072; Thence Southwesterly along said southerly line and its extension, a distance of 185 feet more or less to the westerly line of Rock Island Township Tax Parcel No. 2072; Thence Northerly along said westerly line, a distance of 224 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 2 (RI EZ 2 to RI EZ 3)

A 3 feet wide strip of land with the centerline described as follows:

Beginning on the northerly line of RI-EZ-2 at the intersection of the easterly right of way line of 17th Street and the southerly right of way line of IL Route 92 / Centennial Expressway in Section 35, Township 18 North, Range 2 West of the 4th Principal Meridian; Thence Northerly within the right of way of IL Route 92 / Centennial Expressway, a distance of 120 feet more or less to the southerly line of RI-EZ-3 as described below.

RI-EZ-3

BEGINNING at the intersection of the southerly line of Rock Island Township Tax Parcel No. 99 and the east line of the Northwest Quarter of Section 35, Township 18 North, Range 2 West of the 4th Principal Meridian; Thence Westerly and Southwesterly along said southerly line, a distance of 1,060 feet more or less to the westerly line of Rock Island Township Tax Parcel No. 99; Thence Northerly along said westerly line, a distance of 128 feet more or less to the southerly shore line of the Mississippi River; Thence Easterly along said southerly shore line, a distance of 1,120 feet more or less to the easterly line of Rock Island Township Tax Parcel No. 99; Thence Southerly along said easterly line, a distance of 270 feet more or less to the southerly line of Rock Island Township Tax Parcel No. 99; Thence Westerly along said southerly line, a distance of 30 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 3 (RI EZ 2 to RI EZ 4)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on the easterly line of RI-EZ-2 at the intersection of the easterly line of Rock Island Township Tax Parcel No. 5421 and the southerly right of way line of 5th Avenue in Section 36, Township 18 North, Range 2 West of the 4th Principal Meridian; Thence easterly within the right of way of 5th Avenue, a distance of 1,670 feet more or less to the westerly line of RI-EZ-4 as described below.

RI-EZ-4

BEGINNING at the intersection of the southerly right of way line of 5th Avenue and the westerly line of vacated 38th Street in the Southwest Quarter of Section 31, Township 18 North, Range 1 West of the 4th Principal Meridian; Thence Easterly along said southerly right of way line, a distance of 561 feet more or less to the westerly right of way line of an alley in Block 3 of Columbia Park Addition; Thence Southerly along said westerly right of way line, a distance of 161 feet more or less to the westerly extension of the southerly line of Lot 3 in in Block 3 of Columbia Park Addition; Thence Easterly along said southerly line and its extension, a distance of 140 feet more or less to the westerly right of way line of 40th Street; Thence Northerly along said westerly right of way line, a distance of 160.3 feet more or less to the southerly right of way line of 6th Avenue; Thence Westerly along said southerly right of way line, a distance of 140 feet more or less to the easterly right of way line of an alley; Thence Northerly, a distance of 144 feet more or less to the southerly line of Lot 3 of Harvester 3rd Addition; Thence Westerly along said southerly line, a distance of 732 feet more or less; Thence Northerly along said southerly line, a distance of 23 feet more or less; Thence Northwesterly along said southerly line, a distance of 513 feet more or less; Thence Northerly along said southerly line, a distance of 50 feet more or less; Thence Northwesterly along said southerly line, a distance of 764 feet more or less to the west line of said Lot 3; Thence Northwesterly along the southerly line of Lot 2 of Harvester 2nd Addition, a distance of 237 feet more or less to the westerly line of said Lot 2; Thence Northerly along said westerly line, a distance of 202 feet more or less to the northerly line of said Lot 2; Thence Easterly along said northerly line, a distance of 220 feet more or less to the westerly line of Lot 2 of Harvester 3rd Addition; Thence Northerly along westerly line of Lots 1 and 2 of Harvester 3rd Addition, a distance of 49 feet more or less to the southerly line of Lot 1 of Harvester 2nd Addition; Thence Westerly along said southerly line, a distance of 1,759 feet more or less to the westerly line of said Lot 1; Thence Northerly along said westerly line, a distance of 430 feet more or less to the northerly line of said Lot 1; Thence easterly along said northerly line, a distance of 1,715 feet more or less to the easterly line of said Lot 1; Thence Southeasterly, a distance of 51 feet more or less to a point on the northerly line of Lot 2 in

Harvester 3rd Addition that is 15 feet more or less easterly of the west line of Lot 1 of Harvester 3rd Addition; Thence Easterly along said northerly line, a distance of 3,170 feet more or less to the intersection of the east line of Lot 2 of Harvester 3rd Addition and the southerly right of way line of 3rd Avenue; Thence Easterly along said southerly right of way line, a distance of 542 feet more or less to the easterly line of Lot 1 of Quad City Industrial Center 1st Addition; Thence Southerly along said easterly line, a distance of 223 feet more or less to the southerly line of said Lot 1; Thence Westerly along said southerly line, a distance of 206 feet more or less to the easterly line of vacated 44th Street; Thence Southerly along said easterly line, a distance of 437 feet more or less to the northerly right of way line of 4th Avenue; Thence Easterly along said northerly right of way line, a distance of 715 feet more or less to the easterly line of Metrolink Subdivision; Thence Southerly along the centerline of 46th Street, a distance of 700 feet more or less to the northerly right of way line of 6th Avenue; Thence Northwesterly and Westerly along said northerly right of way line, a distance of 2,412 feet more or less to the westerly line of vacated 38th Street; Thence Northerly along said westerly line, a distance of 30 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 4 (RI EZ 4 to RI EZ 5)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on the westerly line of RI-EZ-4 at the intersection of the southerly right of way line of 5th Avenue and the westerly line of vacated 38th Street in the Southwest Quarter of Section 36, Township 18 North, Range 2 West of the 4th Principal Meridian; Thence southerly within the right of way of 38th Street, a distance of 3,566 feet more or less to the north line of RI-EZ-5 as described below.

RI-EZ-5

BEGINNING at the intersection of the west right of way line of 38th Street and the south right of way line of 14th Avenue in the Northeast Quarter of Section 1, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence North along said west right of way line, a distance of 116 feet more or less to the intersection of said west right of way line and the westerly extension of the north line of Lot 7 in Block 1 of College Heights Addition to Rock Island; Thence East along said westerly extension and north line of Lot 7, a distance of 190 feet more or less to the northeast corner of said Lot 7; Thence Northeasterly, a distance of 22 feet more or less to the northwest corner of Lot 8 in said Block 1; Thence East along the north line of Lot 8 in said Block 1 and the north line and the easterly extension of Lot 8 and 9 in Block 4 in said College Heights Addition, a distance of 548 feet more or less to the east right of way line of 40th Street; Thence North along said west right of way line, a distance of 47 feet more or less to the north line of Lot 7 in Block 1 of Velie's 1st Addition; Thence East along said north line, a distance of 112 feet more or less to the east line of said Lot 7 in Block 1 of Velie's 1st Addition; Thence South along said east line of said Lot 7, a distance of 50 feet more or less to the intersection of said east line and the westerly extension of the north line of Lot 9 in Block 1 of Velie's 1st Addition; Thence East along said westerly extension and north line and the easterly extension of said Lot 9, a distance of 178 feet more or less to the east right of way line of 41st Street; Thence North along said east right of way line, a distance of 50 feet more or less to the north line of Rock Island Township Tax Parcels No. 7255, 7254 and 7253; Thence East along said north lines, a distance of 123 feet more or less to the east line of said Block 6 in Velie's 1st Addition; Thence South along said east line, a distance of 120 feet more or less to the north right of way line of 14th Avenue; Thence East along said north right of way line, a distance of 173 feet more or less to the intersection of said north right of way line and the east right of way line of 42nd Street; Thence South along said east right of way line, a distance of 60 feet more or less to the intersection of said east right of way line and the south right of way line of 14th Avenue; Thence East along said south right of way line, a distance of 53.7 feet more or less to the east line of Rock Island Township Tax Parcel No. 3211; Thence South along said east line, a distance of 60 feet to the south line of said Tax Parcel No. 3211; Thence West along said south line, a distance of 53.7 feet more or less to the east right of way line of 42nd Street; Thence West to the intersection of the west right of way line of said 42nd Street and the south line of Rock Island Township Tax Parcel No. 3194; Thence West along said south line, a distance of 113 feet more or less to the east line of Block 5 in said Velie's 1st Addition; Thence South along said east line, a distance of 86 feet more or less to the south line of Lot 3 in Block 5 in said Velie's 1st Addition; Thence West along the south lines of said Lot 3, a distance of 123 feet more or less to the east right of way line of 41st Street; Thence North along said east right of way line, a distance of 100 feet more or less to the intersection of said east right of way line and the easterly extension of the south line of Lot 22 in Block 5 in said Velie's 1st Addition; Thence West along said easterly extension and south line, a distance of 162 feet more or less to the east line of the alley in Block 2 in said Velie's 1st Addition; Thence North along said east line, a distance of 50 feet more or less to the south right of way line of 14th Avenue; Thence West along said south right of way line, a distance of 188 feet more or less to the west right of way line of 40th Street; Thence South along said west right of way line, a distance of 50 feet more or less to the Lot 22 in Block 3 in said College Heights; Thence West along said south line and the south line of Lot 1 in said Block 3, a distance of 298 feet more or less to the east right of way line of 39th Street; Thence Southwesterly, a distance of 62.5 feet more or less to the intersection of the west right of way line of said 39th Street and the south line of Rock Island Township Tax Parcel No. 2374-C; Thence West along the south lines of Tax Parcels No. 2374-C, 2374-B and 2374, a distance of 87.3 feet more or less to the east line of Rock Island Township Tax Parcel No. 2375; Thence South along said east line, a distance of 22.5 feet more or less to the south line of said Tax Parcel No. 2375; Thence West along said south line and its westerly extension, a distance of 62.7 feet more or less to the west line of the alley in Block 2 of said College Heights Addition; Thence South along said west

line, a distance of 301 feet more or less to the south line of Rock Island Township Tax Parcel No. 2357; Thence West along said south line and its westerly extension, a distance of 190 feet more or less to the west right of way line of 38th Street; Thence South along said west right of way line, a distance of 37 feet more or less to the intersection of said west right of way line and the north right of way line of 15th Avenue; Thence West along said north right of way line, a distance of 247 feet more or less to the east right of way line of 37th Street; Thence North along said east right of way line, a distance of 430 feet more or less to the south right of way line of 14th Avenue; Thence East along said south right of way line, a distance of 247 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 5 (RI EZ 5 to RI EZ 6)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on the southerly line of RI-EZ-5 at the intersection of the southerly right of way line of 15th Avenue and the westerly line of 38th Street in the Northeast Quarter of Section 1, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence southerly within the right of way of 38th Street, a distance of 430 feet more or less to the north line of RI-EZ-6 as described below.

RI-EZ-6

BEGINNING at the intersection of the west right of way line of 38th Street and the north right of way line of 16th Avenue in the Northeast Quarter of Section 1, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence North along said west right of way line, a distance of 25 feet more or less to the westerly extension of the north line of Lot 6 R. A. Smith's Addition; Thence East along said westerly extension and north line, a distance of 200 feet more or less to the west line of the alley in said R. A. Smith's Addition; Thence South along said west line, a distance of 340 feet more or less to the north line of Rock Island Township Tax Parcel No. 4222; Thence East along the north lines of Rock Island Township Tax Parcel No. 4222, 4220 and 138, a distance of 150 feet more or less to the west right of way line of 39th Street; Thence South along said west right of way line, a distance of 424 feet more or less to the south line of Lot 6 in Block 2 of John T. Campbell's Addition; Thence West along said south line and its westerly extension, a distance of 146 feet more or less to the west line of the alley in said Block 2; Thence South along said west line, a distance of 120 feet more or less to the south line of Lot 22 in Block 2 of said John T. Campbell's Addition; Thence West along said south line and its westerly extension, a distance of 196 feet more or less to the west right of way line of 38th Street; Thence South along said west right of way line, a distance of 290 feet more or less to the intersection of said west right of way line and the north right of way line of 20th Avenue; Thence West along said north right of way line, a distance of 275 feet more or less to the east right of way line of 37th Street; Thence North along said east right of way line, a distance of 500 feet more or less to the south right of way line of 18th Avenue; Thence East along said south right of way line, a distance of 151 feet more or less to the intersection of said south right of way line and the southerly extension of the east line of the alley in Block 9 Buford and Guyer's Addition; Thence North along said southerly extension and east line, a distance of 590 feet more or less to the south right of way line of 16th Avenue; Thence East along said south right of way line, a distance of 115 feet more or less to the west right of way line of 38th Street; Thence North along said west right of way line, a distance of 60 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 6 (RI EZ 6 to RI EZ 7)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on the northerly line of RI-EZ-6 at the intersection of the southerly right of way line of 18th Avenue and the easterly right of way line of 37th Street in the Southeast Quarter of Section 1, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence westerly within the right of way of 18th Avenue, a distance of 1,988 feet more or less to the east line of RI-EZ-7 as described below.

RI-EZ-7

BEGINNING at the intersection of the south right of way line of 18th Avenue and the west right of way line of 31st Street in the Southeast Quarter of Section 1, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence South along said west right of way line, a distance of 128 feet more or less to the southeast corner of South Rock Island Township Tax Parcel No. 981; Thence Southeast along said west right of way line, a distance of 18 feet more or less to the northeast corner of South Rock Island Township Tax Parcel No. 872; Thence South along said west right of way line, a distance of 112 feet more or less to the south line of said Tax Parcel No. 872; Thence West along said south line and its westerly extension, a distance of 350 feet more or less to the west right of way line of 30th Street; Thence South along said west right of way line, a distance of 275 feet more or less to the north line of South Rock Island Township Tax Parcel No. 803; Thence West along the north lines of South Rock Island Township Tax Parcels No. 803, 805, 806 and 807, a distance of 238.5 feet more or less to the west line of said Tax Parcel No. 807; Thence South along said west line, a distance of 103 feet more or less to the north right of way line of 20th Avenue; Thence West along said north right of way line, a distance of 1,015 feet more or less to the east right of way line of 27th Street;

Thence North along said east right of way line, a distance of 468 feet more or less to the northwest corner of South Rock Island Township Tax Parcel No. 4204; Thence Westerly, a distance of 61 feet more or less to the intersection of the west right of way line of said 27th Street and the north line of the W. E. Bailey's Woodlawn Addition; Thence West along said north line, a distance of 468 feet more or less to the northwest corner of South Rock Island Township Tax Parcel No. 584; Thence Northwesterly, a distance of 23 feet more or less to the southwest corner of South Rock Island Township Tax Parcel No. 1168; Thence North along the west line of said Tax Parcel No. 1168, a distance of 125 feet more or less to the south right of way line of 18th Avenue; Thence Northeasterly, a distance of 67 feet more or less to the intersection of the north right of way line of said 18th Avenue and the east right of way line of the alley in Block 6 of Wallace Grove Subdivision; Thence North along said east right of way line, a distance of 300 feet more or less to the south right of way line of 17th Avenue; Thence East along said south right of way line, a distance of 1,783 feet more or less to the west right of way line of 30th Street; Thence Southeasterly, a distance of 61 feet more or less to the intersection of the east right of way line of said 30th Street and the north line of Rock Island 1830 Development Subdivision; Thence East along said north line, a distance of 300 feet more or less to the east line of Rock Island 1830 Development Subdivision, also being the west right of way line of 31st Street; Thence South along said east line and its southerly extension, a distance of 320 feet more or less to the south right of way line of 18th Avenue; Thence West along said south right of way line, a distance of 31 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 7 (RI EZ 7 to RI EZ 8)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on the northerly line of RI-EZ-7 at the intersection of the west right of way line of 30th Street and the south right of way line of 17th Avenue in the Northwest Quarter of Section 1, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence northerly within the right of way of 30th Street, a distance of 779 feet more or less to the south line of RI-EZ-8 as described below.

RI-EZ-8

BEGINNING at the intersection of the west right of way line of 30th Street and the south line of Lot 5 in Block 1 of L. Mosenfelder's 30th Street Addition, also being the south line of Rock Island Township Tax Parcel No. 4704 in the Northwest Quarter of Section 1, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence West along said south line, a distance of 134 feet more or less to the west line of said Block 1; Thence North along said west line, a distance of 200 feet more or less to the northwest corner of said Block 1; Thence Northerly, a distance of 60.5 feet more or less to the southwest corner of Rock Island Township Tax Parcel No. 5702; Thence North along the west line of said Tax Parcel No. 5702 and the west line of Rock Island Township Tax Parcels No. 5707, 5708-1, 5708, 5709, 5710-1, 5710, 5711 and 5712, a distance of 505 feet more or less to the northwest corner of said Tax Parcel No. 5712; Thence Northwesterly, a distance of 85 feet more or less to the southwest corner of Rock Island Township Tax Parcel No. 3750; Thence North along said west line, a distance of 145 feet more or less; Thence East along said west line, a distance of 50 feet more or less; Thence North along said west line and the west lines of Rock Island Township Tax Parcels No. 3747 and 3746, a distance of 190 feet more or less to the south right of way line of 12th Avenue; Thence East along said south right of way line and its easterly extension, a distance of 185 feet more or less to the east right of way line of 30th Street; Thence South along said east right of way line, a distance of 220 feet more or less to the south right of way line of 12th Avenue; Thence East along said south right of way line, a distance of 140 feet more or less to the east line of Lot 1 of Peter Hays Addition; Thence South along the east line of Lots 1, 2, 3, 4, 5, 6 and 7, a distance of 345 feet more or less to the intersection of said east line and the westerly extension of the north line of Lot 11 in said Peter Hays Addition; Thence East along said westerly extension and north line, and the north line of Lot 23 in said Peter Hays Addition, a distance of 360 feet more or less to the east line of said Lot 23; Thence South along said east line and the east line of Lot 24 in said Peter Hays Addition, a distance of 100 feet more or less to the north right of way line of 14th Avenue; Thence West along said north right of way line, a distance of 200 feet more or less to the west right of way line of 31st Street; Thence South along said west right of way line, a distance of 490 feet more or less to the north right of way line of 15th Avenue; Thence West along said north right of way line, a distance of 300 feet more or less to the east right of way line of 30th Street; Thence Northwesterly, a distance of 62 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 8 (RI EZ 8 to RI EZ 9)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on the northerly line of RI-EZ-8 at the intersection of the west right of way line of 30th Street and the south right of way line of 12th Avenue in the Northwest Quarter of Section 1, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence northerly within the right of way of 30th Street, a distance of 1,050 feet more or less to the east line of RI-EZ-9 as described below.

RI-EZ-9

BEGINNING at the intersection of the west right of way line of 30th Street and the south right of way line of 9th Avenue in the Southwest Quarter of Section 36, Township 18 North, Range 2 West of the 4th Principal Meridian; Thence South along said west right of way line, a distance of 652 feet more or less to the south line of Southwest Quarter of said Section 36; Thence West along

said south line, a distance of 1,702 feet more or less to the west line of Rock Island Township Tax parcel No. 4043-1; Thence North along the west line of said Tax Parcel No. 4043-1 and the west line of Outlot A of the Villas at College Hill, a distance of 631 feet more or less to the north line of said Outlot A; Thence East along said north line, a distance of 172 feet more or less to the west right of way line of 27th Avenue; Thence South along said west right of way line, a distance of 40 feet more or less to the south right of way line of 9th Avenue; Thence East along said south right of way line, a distance of 1,517 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 9 (RI EZ 1 to RI EZ 10)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on the southerly line of RI-EZ-1 at the intersection of the west right of way line of Mill Street and the southerly line of Rock Island Township Tax Parcel No. 1722-2 in Section 34, Township 18 North, Range 2 West of the 4th Principal Meridian; Thence southerly within the right of way of Mill Street, a distance of 331 feet more or less to the northerly line of RI-EZ-10 as described below.

RI-EZ-10

BEGINNING at the intersection of the west right of way line of Mill Street and the north line of Rock Island Township Tax Parcel No. 6748 in the Fractional Northwest Quarter of Section 3, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence Southeasterly, a distance of 60 feet more or less to the east right of way line of said Mill Street; Thence Southwesterly, Southerly, Southeasterly and Southerly along said east right of way, a distance of 1,800 feet more or less to the south line of Rock Island Township Tax Parcel No. 4534; Thence East along said south line, a distance of 426.5 feet more or less to the westerly right of way line of a railroad; Thence Southerly along said westerly right of way line, a distance of 760 feet more or less to the north right of way line of 18th Avenue; Thence East along said north right of way line, a distance of 90 feet more or less to the easterly right of way line of a railroad; Thence Northerly along said east right of way line, a distance of 2,430 feet more or less to the northwesterly line of Rock Island Township Tax Parcel No. 6068; Thence Northeasterly along said north line, a distance of 394 feet more or less; Thence North along said north line, a distance of 12 feet more or less; Thence North along said north line, a distance of 140 feet more or less; Thence North along said north line, a distance of 10 feet more or less; Thence East along said north line, a distance of 201 feet more or less to the west right of way line of 2nd Street; Thence Southerly along said west right of way line, a distance of 178 feet more or less to the intersection of said west right of way line and the westerly extension of the north line of Rock Island Township Tax Parcel No. 4237; Thence East along said westerly extension, a distance of 70 feet more or less to the west line of said Tax Parcel No. 4237; Thence South along said west line, a distance of 20 feet more or less; Thence West along said west line, a distance of 25 feet more or less to the east right of way line of said 2nd Street; Thence South along said east right of way line, a distance of 742 feet more or less to the north line of Rock Island Township Tax Parcel No. 6776; Thence East along said north line, a distance of 72 feet more or less to the westerly right of way line of IL Route 92 / Centennial Expressway; Thence South along said westerly right of way line, a distance of 886 feet more or less; Thence West along said westerly right of way line, a distance of 41 feet more or less; Thence South along said westerly right of way line, a distance of 279 feet more or less; Thence Southwesterly along said westerly right of way line, a distance of 257 feet more or less; Thence Southwesterly along said westerly right of way line, a distance of 105 feet more or less; Thence Westerly along said westerly right of way line, a distance of 120 feet more or less; Thence South along said westerly right of way line, a distance of 152 feet more or less; Thence Southeasterly along said westerly right of way line, a distance of 120 feet more or less; Thence Southerly along said westerly right of way line, a distance of 420 feet more or less; Thence Southwesterly along said westerly right of way line, a distance of 195 feet more or less to the easterly right of way line of a railroad; Thence Northwesterly along said westerly right of way line, a distance of 665 feet more or less to the south right of way line of 18th Avenue; Thence West along said south right of way line, a distance of 116 feet more or less to the westerly right of way line of a railroad; Thence Southeasterly along said westerly right of way line, a distance of 874 feet more or less to the westerly right of way line of IL Route 92 / Centennial Expressway; Thence West along said westerly right of way line, a distance of 22 feet more or less; Thence Southwesterly along said westerly right of way line, a distance of 475 feet more or less to the intersection of said westerly right of way line and the south line of South Rock Island Township Tax Parcel No. 110-A; Thence West along said south line, a distance of 90 feet more or less to the east right of way line of 1st Street; Thence North along said east right of way line, a distance of 80 feet more or less to the easterly extension of the south line of South Rock Island Township Tax Parcel No. 104-A2; Thence West along said easterly extension and south line, a distance of 360 feet more or less to the east line of South Rock Island Township Tax Parcel No. 96-1; Thence North along said east line, a distance of 1,290 feet more or less to the south right of way line of 18th Avenue; Thence West along said south right of way line, a distance of 1,742 feet more or less to the easterly shore of the Mississippi River; Thence Northeasterly along said easterly shore, a distance of 2,847 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 10 (RI EZ 10 to RI EZ 11)

A 3 feet wide strip of land with the centerline described as follows:

Beginning on the easterly line of RI-EZ-10 1.5 feet north of the intersection of the westerly right of way line of IL Route 92 / Centennial Expressway and the southerly line of South Rock Island Township Tax Parcel No. 110-A in the Southeast Quarter of

Section 3, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence east within the right of way of IL Route 92 / Centennial Expressway, a distance of 300 feet more or less to the westerly line of RI-EZ-11 as described below.

RI-EZ-11

BEGINNING at the intersection of the west right of way line of 5th Street and the north line of South Rock Island Township Tax Parcel No. 109 in the Southeast Quarter of Section 3, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence South along said west right of way line, a distance of 2,193 feet more or less to the north right of way line of 25th Avenue; Thence east along said north right of way line, a distance of 93 feet more or less to the west line of South Rock Island Township Tax Parcel No. 4453; Thence north along said west line, a distance of 136 feet more or less to the north line of said Tax Parcel No. 4453; Thence east along said north line and the north line of South Rock Island Township Tax Parcel No. 130-25, a distance of 200 feet more or less to the east line of said Tax Parcel No. 130-25; Thence south along said east line and its southerly extension, a distance of 186 feet more or less to the south right of way line of said 25th Avenue; Thence east long said south right of way line, a distance of 132 feet more or less to the intersection of said south right of way line and the southerly extension of the west line of South Rock Island Township Tax Parcel No. 130-G; Thence north along said southerly extension and west line, a distance of 178 feet more or less to the north line of said Tax Parcel No. 130-G; Thence east long said north line, a distance of 132 feet more or less to the west line of South Rock Island Township Tax Parcel No. 130-D; Thence north along said west line, a distance of 8 feet more or less to the north line of said Tax Parcel No. 130-D; Thence east along said north line, a distance of 132 feet more or less to the east line of said Tax Parcel No. 130-D; Thence south along said east line, a distance of 136 feet more or less to the north right of way line of said 25th Avenue; Thence southeasterly, a distance of 55 feet more or less to the intersection of the south right of way line of said 25th Avenue and the east right of way line of 7th Street; Thence east along said south right of way line, a distance of 295 feet more or less to the west right of way line of 8th Street; Thence south along said west right of way line and its southerly extension, a distance of 294 feet more or less to the south right of way line of 26th Avenue; Thence west along said south right of way line, a distance of 295 feet more or less to the east right of way line of 7th Street; Thence south along said east right of way line and its southerly extension, a distance of 630 feet more or less to the southeast corner of South Rock Island Township Tax Parcel No. 149; Thence west along the south line of said Tax Parcel No. 149, a distance of 268 feet more or less to the northeasterly line of South Rock Island Township Tax Parcel No. 151-2; Thence southeasterly along said northeasterly line, a distance of 243 feet more or less to the southeasterly line of said Tax Parcel 151-2; Thence southwesterly along said southeasterly line, a distance of 244 feet more or less to the easterly right of way line of 5th Street; Thence southerly along said easterly right of way line, a distance of 151 feet more or less to the north line of South Rock Island Township Tax Parcel No. 152-2; Thence east along said north line, a distance of 376 feet more or less to the west line of said Tax parcel No. 152-2; Thence north along said west line, a distance of 190 feet more or less to the north line of said Tax Parcel No. 152-2; Thence east along said north line, a distance of 201 feet more or less to the east line of said Tax Parcel No. 152-2; Thence south along said east line and its southerly extension, a distance of 312 feet more or less to the south right of way line of 29th Avenue; Thence west along said south right of way line, a distance of 140 feet more or less to the east line of an alley; Thence south along said east line and its southerly extension, a distance of 786 feet more or less to the south right of way line of 31st Avenue; Thence east long said south line, a distance of 170 feet more or less to the west right of way line of 8th Street; Thence south along said west right of way line, a distance of 528 feet more or less; Thence east along said west right of way line, a distance of 10 feet more or less; Thence south along said west right of way line, a distance of 250 feet more or less to the south right of way line of 34th Avenue; Thence east along said south right of way line, a distance of 165 feet more or less to the east line of South Rock Island Township Tax Parcel No. 1842-14; Thence south along said east line and the east lines of South Rock Island Township Tax Parcels No. 1842-14-A and 1842-1, a distance of 677 feet more or less to the south line of said Tax Parcel No. 1842-2; Thence east along said south line, a distance of 135 feet to the west right of way line of 9th Street; Thence south along said west right of way line, a distance of 25 feet to the south line of said Tax Parcel No. 1842-1; Thence west along said south line, a distance of 320 feet more or less to the east line of South Rock Island Township Tax Parcel No. 175-4; Thence south along said east line and its southerly extension, a distance of 440 feet more or less to the south right of way line of 37th Avenue; Thence east along said south right of way line, a distance of 155 feet more or less to the east line of South Rock Island Township Tax Parcel No. 5054; Thence south along said east line, a distance of 148 feet more or less to the north line of South Rock Island Township Tax Parcel No. 1253; Thence east along said north line, a distance of 162 feet more or less to the west right of way line of 9th Street; Thence north along said west right of way line, a distance of 145 feet more or less to the intersection of said west right of way line and the westerly extension of the north line of South Rock Island Township Tax Parcel No. 4815; Thence east along said westerly extension and north line, a distance of 509 feet more or less to the west line of South Rock Island Township Tax Parcel No. 233-5; Thence north along said west line, a distance of 304 feet more or less to the north line of said Tax Parcel No. 233-5; Thence east along said north line, a distance of 400 feet more or less to the west right of way line of 11th Street; Thence south along said west right of way line, a distance of 1,893 feet more or less to the north right of way line of 42nd Avenue; Thence west along said north line, a distance of 264 feet to the east line of South Rock Island Township Tax Parcel No. 348-5; Thence north along said east line, a distance of 527 feet more or less to the north line of said Tax Parcel No. 348-5; Thence west along said north line, a distance of 515 feet more or less to the east right of way line of 9th Street; Thence north along said east right of way line, a distance of 431 feet more or less to the north line South Rock Island Township Tax Parcel No. 5049; Thence west on the westerly extension of said north line, a distance of 66 feet to the west right of way line of 9th Street; Thence north along said west right of way line, a distance of 497 feet more or less to the south line of South Rock Island Township Tax Parcel No. 1253; Thence west along said south line, a distance of 170 feet more or less to the east line of said Tax Parcel No. 1253; Thence south

along said west line and the west line of South Rock Island Township Tax Parcel No. 1254-1; a distance of 149 feet more or less to the south line of said Tax Parcel No. 1254-1; Thence west along said south line, a distance of 400 feet more or less to the easterly right of way line of a railroad; Thence southerly along said easterly right of way line, a distance of 519 feet more or less to the north line of South Rock Island Township Tax Parcel No. 371; Thence east along said north line, a distance of 353 feet more or less to the east line of said Tax Parcel No. 371; Thence south along said east line and its southerly extension, a distance of 460 feet more or less to the north line of South Rock Island Township Tax Parcel No. 373; Thence west along said north line, a distance of 246 feet more or less to the easterly right of way line of a railroad; Thence southerly along said easterly right of way line, a distance of 934 feet more or less to the north line of South Rock Island Township Tax Parcel No. 4754; Thence east along said north line, a distance of 94 feet more or less to the west line of South Rock Island Township Tax Parcel No. 1258-1; Thence north along said west line, a distance of 343 feet more or less to the north line of said Tax Parcel No. 1258-1; Thence east along said north line, a distance of 84 feet more or less to the west line of South Rock Island Township Tax Parcel No. 1257-1; Thence north along said west line, a distance of 170 feet more or less to the south right of way line of 42nd Avenue; Thence east along said south right of way line, a distance of 50 feet more or less to the southwesterly right of way line of 9th Street; Thence southeasterly along said southwesterly right of way line, a distance of 183 feet more or less to the intersection of said southwesterly right of way line and the westerly extension of the south right of way line of 43rd Avenue; Thence east along said westerly extension and south right of way line, a distance of 735 feet more or less to the west right of way line of 11th Street; Thence south along said west right of way line, a distance of 411 feet more or less to the intersection of said west right of way line and the westerly extension of the south right of way line of 44th Avenue; Thence east along said westerly extension and south right of way line, a distance of 220 feet more or less to the west line of the alley in Block 26 of the town of Sears; Thence south along said west line in Block 26 and the west line of the alley in Block 27 if the Town of Sears, a distance of 510 feet more or less to the westerly extension of the north line of South Rock Island Township Tax Parcel No. 3443; Thence east along said westerly extension and north line, a distance of 160 feet more or less to the west right of way line of 12th Street; Thence south along said west right of way line, a distance of 630 feet more or less to the north line of South Rock Island Township Tax Parcel No. 4049; Thence west along said north line, a distance of 110 feet more or less to the northeasterly right of way line of 11th Street; Thence northwesterly along said northeasterly right of way line, a distance of 270 feet more or less to the southeasterly right of way line of 46th Avenue / Blackhawk Road; Thence northeasterly along said southeasterly right of way line, a distance of 190 feet more or less to the intersection of said southeasterly right of way line and the southerly extension of the west line of the alley in Block 27 of said town of Sears; Thence north along said southerly extension and west line, a distance of 135 feet more or less to the north line of South Rock Island Township Tax Parcel No. 3440; Thence west along said north line, a distance of 140 feet more or less to the east right of way line of 11th Street; Thence southwest, a distance of 90 feet more or less to the southeast corner of South Rock Island Township Tax Parcel No. 3449; Thence southwest, a distance of 27 feet more or less to the southwest corner of said Tax Parcel No. 3449; Thence southwest, a distance of 60 feet more or less to the southwest extension of the south line of said Tax Parcel No. 3449, a distance of 60 feet more or less to the southwest right of way line of 9th Street; Thence southeasterly along said southwest right of way line, a distance of 75 feet more or less to the southwest right of way line of 11th Street; Thence southeasterly along said southwest right of way line, a distance of 852 feet more or less to the southeasterly right of way line of 49th Avenue; Thence southwest, a distance of 321 feet more or less to the centerline of a railroad; Thence northwesterly along said centerline, a distance of 3,730 feet more or less to the intersection of said centerline and the easterly extension of the south line of South Rock Island Township Tax Parcel No. 185-1; Thence west along said easterly extension and south line, a distance of 300 feet more or less to the west line of said Tax Parcel No. 185-1; Thence north along said west line, a distance of 273 feet more or less to the north line of said Tax Parcel No. 185-1; Thence east along said north line and its easterly extension, a distance of 235 feet more or less to the centerline of a railroad; Thence northwesterly along said centerline, a distance of 429 feet more or less to the south right of way line of 37th Avenue; Thence west along said south right of way line, a distance of 145 feet more or less to the east line of South Rock Island Township Tax Parcel No. 185-A; Thence south along said east line, a distance of 211 feet to the south line of said Tax Parcel No. 185-A; Thence west along said south line, a distance of 120 feet more or less to the west line of said Tax Parcel No. 185-A; Thence north along said west line, a distance of 211 feet more or less to the south right of way line of 37th Avenue; Thence west along said south right of way line, a distance of 880 feet more or less to the easterly shore line of the Rock River; Thence northwesterly along said easterly shore line, a distance of 2,067 feet more or less to the west line of South Rock Island Township Tax Parcel No. 162; Thence north along said west line and its northerly extension, a distance of 583 feet more or less to the northerly right of way line of 31st Avenue; Thence northwesterly along said northerly right of way line, a distance of 319 feet more or less to the west line of South Rock Island Township Tax Parcel No. 129-3; Thence north along said west line, a distance of 163 feet more or less to the north line of said Tax Parcel No. 129-3; Thence north along said north line and the north lines of South Rock Island Township Tax Parcels No. 129-2, 4201, 160-2, 160-1, 160-3, 160-4, and 158-2, a distance of 1,052 feet more or less to the east line of said Tax Parcel No. 158-2; Thence south along said east line, a distance of 260 feet more or less to the north right of way line of 31st Avenue; Thence east along said north right of way line, a distance of 194 feet more or less to the west line of South Rock Island Township Tax Parcel No. 153-1; Thence north along said west line a distance of 260 feet more or less to the north line of said Tax Parcel No. 153-1; Thence east along said north line, a distance of 433 feet more or less to the westerly right of way line of a railroad; Thence northwesterly along said westerly right of way line, a distance of 3,810 feet more or less to the south line of South Rock Island Township Tax Parcel No. 110-A lying east of IL Route 92 / Centennial Expressway; Thence west along said south line, a distance of 48 feet more or less to the southeasterly right of way line of IL Route 92 / Centennial Expressway; Thence northeasterly along said southeasterly right of way line, a distance of

56 feet more or less to the intersection of said southeasterly right of way line and the westerly right of way line of a railroad; Thence northeasterly, a distance of 134 feet more or less to the northwest corner of South Rock Island Township Tax Parcel No. 115; Thence east along the north line of said Tax Parcel No. 115, a distance of 37 feet more or less to the westerly line of South Rock Island Township Tax Parcel No. 109; Thence northeasterly along said westerly line, a distance of 469 feet more or less to the north line of said Tax Parcel No. 109; Thence east along said north line, a distance of 525 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 11 (RI EZ 11 to RI EZ 12)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING at the intersection of the easterly line of RI-EZ-11 and the centerline of 31st Avenue in the Northeast Quarter of Section 10, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence easterly along said centerline of 31st Avenue, a distance of 4,538 feet more or less to centerline of 17th Street; Thence northerly along the centerline of said 17th Street, a distance of 995 feet more or less, Thence westerly, a distance of 60 feet more or less to the easterly line of RI-EZ-12 as described below.

RI-EZ-12

BEGINNING at the intersection of the west right of way line of 17th Street and the southerly right of way line of Chippiannock Trail in the Northeast Quarter of Section 11, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence Southerly along the easterly line of Chippiannock Trail Subdivision, a distance of 40.2 feet more or less; Thence South along said easterly line of Chippiannock Trail Subdivision, a distance of 101 feet more or less to the south line of said Chippiannock Trail Subdivision; Thence West along said south line, a distance of 408 feet more or less to the southwest line of said Chippiannock Trail Subdivision; Thence Northwest along said southwest line, a distance of 927.8 feet more or less to the west line of said Chippiannock Trail Subdivision; Thence North along said west line, a distance of 225.8 feet more or less to the north line of said Chippiannock Trail Subdivision; Thence East along said north line, a distance of 1,040.7 feet more or less to the east line of said Chippiannock Trail Subdivision; Thence South along said east line, a distance of 520.3 feet to the point of a curve to the left; Thence southerly along said easterly curve a distance of 209.4 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 12 (RI EZ Connector 11 to RI EZ 13)

A 3 feet wide strip of land with the centerline described as follows:

Beginning on the RI-EZ-Connector-11 at the intersection of the centerline of 31st Avenue and the centerline 12th Street in the Northwest Quarter of Section 11, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence northerly along the centerline of said 12th Street, a distance of 3,705 feet more or less to the southerly line of RI-EZ-13 as described below.

RI-EZ-13

BEGINNING at the intersection of the west right of way line of 12th Street and the westerly extension of the north right of way line of 22nd Avenue in the Southwest Quarter of Section 2, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence North along said west right of way line, a distance of 51 feet more or less to the south line of South Rock Island Township Tax Parcel No. 473-A; Thence West along said south line, a distance of 125 feet more or less to the east line of an alley; Thence North along said east line, a distance of 90 feet more or less the intersection of said east line and the easterly extension of the south line of South Rock Island Township Tax Parcel No. 472-C; Thence West along said easterly extension and south line and the south line of South Rock Island Township Tax Parcel No. 4865, a distance of 138 feet more or less to the west line of said Tax Parcel No. 4865; Thence North along said west line, a distance of 131 feet more or less to the south right of way line of 21st Avenue; Thence East along said south right of way line, a distance of 318 feet more or less to the east right of way line of 12th Street; Thence North along said east right of way line, a distance of 679 feet more or less to the south right of way line of 19th ½ Avenue; Thence East along said south line, a distance of 312 feet more or less to the east right of way line of 13th Street; Thence North along said east line, a distance of 122 feet more or less; Thence West along said east right of way line, a distance of 45 feet more or less; Thence North along said east right of way line, a distance of 102 feet more or less to the north line of South Rock Island Township Tax Parcel No. 1048; Thence East along said north line, a distance of 112 feet more or less to the east line of said Tax Parcel No. 1048; Thence South along said east line and the east line of South Rock Island Township Tax Parcel No. 1049, a distance of 102 feet more or less to the north line of South Rock Island Township Tax Parcel No. 4215; Thence East along the north line of said Tax Parcel No. 4215, a distance of 343 feet more or less the east line of said Tax Parcel No. 4215; Thence South along said east line, a distance of 751 feet more or less to the north right of way line of 21st Avenue; Thence West along said north right of way line, a distance of 459 feet more or less to the intersection of said north right of way line and the northerly extension of the east line of South Rock Island Township Tax Parcel No. 468; Thence South along said northerly extension and east line and the east line of South Rock Island Township Tax Parcel No. 468-1, a distance of 324 feet more or less to the north right of way line of 22nd Avenue; Thence West along said north right of way line and its westerly extension, a distance of 331 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 13 (RI EZ 11 to RI EZ 14)

A 3 feet wide strip of land with the centerline described as follows:

Beginning on east line of RI-EZ-11 at the centerline of 46st Avenue / Blackhawk Road and the west right of way line of 12th Street in the Northwest Quarter of Section 14, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence easterly along the centerline of said 46st Avenue / Blackhawk Road, a distance of 6,500 feet more or less to the west line of the Northeast Quarter of Section 13, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence south along said west line to the northerly line of RI-EZ-14 as described below.

RI-EZ-14

BEGINNING at the intersection of the southerly right of way line of Blackhawk Road and the west line of the Northeast Quarter of Section 13, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence easterly along said southerly right of way line, a distance of 5,969 feet more or less to the east line of the Northwest Quarter of Section 18, Township 17 North, Range 1 West of the 4th Principal Meridian; Thence south along said east line, a distance of 1,810 feet more or less to the south line of said Northwest Quarter; Thence west along said south line, a distance of 1,280 feet more or less to the east line of South Rock Island Township Tax Parcel No. 4953; Thence south along said east line, a distance of 50 feet more or less to the south line of said Tax Parcel No.4953; Thence west along said south line and the south line of South Rock Island Township Tax Parcel No. 4987, a distance of 699 feet to the westerly line of said Tax Parcel No.4987; Thence northerly along said westerly line, a distance of 572 feet more or less to the southeasterly line of South Rock Island Township Tax Parcel No. 25-4; Thence southwesterly along said southeasterly line, a distance of 650 feet more or less to the southwesterly line of said Tax Parcel No. 25-4; Thence northwesterly along said southwesterly line, a distance of 277 feet more or less to the west line of the Northwest Quarter of said Section 18, also being the east line of the Northeast Quarter of Section 13, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence south along the east line of said Northeast Quarter, a distance of 210 feet more or less to the northerly shore line of the Rock River; Thence westerly along said northerly shore line, a distance of 1,420 feet more or less to the intersection of said northerly shore line and the east right of way line of 34th Street; Thence northwesterly, a distance of 40 feet more or less to the northeast corner of South Rock Island Township Tax Parcel No. 4881; Thence west along the north lines of said Tax Parcel No. 4881 and South Rock Island Township Tax Parcel No. 4882 and 4883, a distance of 325 feet more or less to the westerly line of said Tax Parcel No. 4883; Thence south and southeasterly along said westerly line, a distance of 296 feet more or less to the northerly lines of Welch's 1st Addition and Welch's 2nd Addition; Thence southwesterly, westerly, northwesterly, north and southwesterly along said northerly line, a distance of 1,162 feet more or less to the east line of the Southwest Quarter of said Section 13; Thence north along said east line, a distance of 15 feet more or less to the intersection of said east line and the southeasterly right of way line of 47th Avenue; Thence northwesterly, a distance of 55 feet more or less to the southeast corner of South Rock Island Township Tax Parcel No. 1347-81; Thence southwesterly along the south line of said Tax Parcel No.1347-81, a distance of 182 feet more or less to the south line of said Tax Parcel No. 1347-81; Thence west along said south line and the south line of South Rock Island Township Tax Parcel No.1347-80, a distance of 200 feet more or less to the west line of said Tax Parcel No. 1347-80; Thence north along said west line, a distance of 295 feet more or less to the southerly right of way line of Blackhawk Road; Thence northeasterly along said southerly right of way line, a distance of 457 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 14 (RI EZ 11 to RI EZ 15)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on east line of RI-EZ-11 1.5 feet north of the intersection of west right of way line of 12th Street and the north line of South Rock Island Township Tax Parcel No. 4049 in the Southwest Quarter of Section 14, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence east, a distance of 80 feet more or less to the east right of way line of 12th Street, said east right of way line being the west line of RI-EZ-15 as described below.

RI-EZ-15

BEGINNING at the intersection of the east right of way line of 12th Street and the north line of South Rock Island Township Tax Parcel No. 5135 in the Southwest Quarter of Section 14, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence east along said north line and the north line of South Rock Island Township Tax Parcels No. 365-2, 365-1, 365 and 365-6, a distance of 848 feet more or less to the east line of South Rock Island Township Tax Parcel No. 365-6; Thence south along said east line, a distance of 20 feet more or less to the north line of said Tax Parcel No. 365-6; Thence east along said north line, a distance of 120 feet more or less to the east line of said Tax Parcel No. 365-6; Thence south along said east line and the east line of South Rock Island Township Tax Parcel No. 365 and its southerly extension, a distance of 515 feet more or less to the southeasterly right of way line of 50th Avenue; Thence northeasterly along said southeasterly right of way line, a distance of 490 feet more or less to the easterly line of South Rock Island Township Tax Parcel No. 3411; Thence southeasterly along said east line and its southeasterly extension, a distance of 185 feet more or less to the northwesterly line of South Rock Island Township Tax Parcel No. 5030; Thence northeasterly along said northwesterly line, a distance of 32 feet more or less to the easterly line of said Tax Parcel No. 5030; Thence southeasterly along said easterly line, a distance of 146 feet more or less to the northwesterly shore of the Rock River; Thence southwesterly along said northwesterly shore line, a distance of 765 feet more or less to the

northeasterly right of way line of 11th Street; Thence northwesterly along said northeasterly right of way line, a distance of 953 feet more or less to the northeasterly right of way line of 12th Street; Thence northwesterly along said northeasterly right of way line, a distance of 294 feet more or less to the east right of way line of said 12th Street; Thence north along said east right of way line, a distance of 81 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 15 (RI EZ 11 to RI EZ 16)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on southwesterly line of RI-EZ-11 1.5 feet east of the intersection of northeasterly right of way line of 31st Avenue and the west line of South Rock Island Township Tax Parcel No. 129-3 in the Northwest Quarter of Section 10, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence southwesterly, a distance of 33 feet more or less to the centerline of said 31st Avenue; Thence northwesterly along said centerline, a distance of 1,410 feet more or less to the centerline of IL Route 92 / Centennial Expressway; Thence southwesterly along said centerline, a distance of 5,061 feet more or less; Thence southeasterly, a distance of 75 feet more or less to the northwesterly line of Blackhawk Township Tax Parcel No. 143, said northwesterly line being the northwesterly line of RI-EZ-16 as described below.

RI-EZ-16

BEGINNING at the intersection of the southeasterly right of way line of IL Route 92 / Centennial Expressway and the east line of Blackhawk Township Tax Parcel No. 143 in the Northeast Quarter of Section 16, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence South along said east line, a distance of 1,930 feet more or less to the north right of way line of 56th Avenue West; Thence West along said north right of way line, a distance of 182 feet more or less to the intersection of said north right of way line and the northerly extension of the west line of Blackhawk Township Tax Parcel No. 4128; Thence South along said northerly extension and west line, a distance of 330 feet more or less to the south line of said Tax Parcel 4128; Thence East along said south line, a distance of 165 feet more or less to the east line of said Tax Parcel 4128; Thence North along said east line, a distance of 265 feet more or less to the south right of way line of said 56th Avenue West; Thence East along said south right of way line, a distance of 17 feet more or less to the east line of Blackhawk Township Tax Parcel No. 132; Thence South along said east line, a distance of 195 feet more or less to the north line of Blackhawk Township Tax Parcel No. 3669; Thence East along said north line, a distance of 215 feet more or less; Thence North along said north line, a distance of 35 feet more or less; Thence East along said north line, a distance of 532 feet more or less; Thence North along said north line, a distance of 160 feet more or less; Thence East along said north line, a distance of 50 feet more or less; Thence South along said north line, a distance of 160 feet more or less; Thence East along said north line of said Tax Parcel No. 3669 and the north line of Blackhawk Township Tax Parcel No. 131, a distance of 303 feet more or less to the east line of said Tax Parcel No. 131; Thence South along said east line, a distance of 272 feet more or less; Thence West along said east line, a distance of 20 feet more or less; Thence South along said east line, a distance of 100 feet more or less; Thence East along said east line, a distance of 200 feet more or less to the west right of way line of 27th Street West; Thence South along said west right of way line, a distance of 2,065 feet more or less to the south line of said Section 16; Thence West along said south line, a distance of 769 feet more or less to the southwesterly right of way line of Interstate 280; Thence Northwesterly along said southwesterly right of way line, a distance of 1,393 feet more or less; Thence Westerly, a distance of 110 feet more or less; Thence West-southwesterly, a distance of 334 feet more or less; Thence Southwesterly, a distance of 240 feet more or less; Thence Southwesterly, a distance of 219 feet more or less; Thence Southerly, a distance of 321 feet more or less to the northerly line of Blackhawk Township Tax Parcel No. 129-2; Thence Southeasterly on said northerly line, a distance of 283 feet more or less to the northerly line of Blackhawk Township Tax Parcel No. 190-1; Thence Southeasterly on said northerly line, a distance of 245 feet more or less to the easterly line of said Tax Parcel No. 190-1; Thence Southeasterly along said easterly line, a distance of 612 feet more or less; Thence Southeasterly along said easterly line, a distance of 154 feet more or less; Thence Southeasterly along said easterly line, a distance of 281 feet more or less; Thence Southeasterly along said easterly line, a distance of 78 feet more or less to the westerly shore line of Kickapoo Slough; Thence Southerly and Southwesterly along said westerly shore line and its southwesterly extension, a distance of 2,742 feet more or less to the southerly shore line of a drainage ditch; Thence Southeasterly and Easterly along said southerly shore line, a distance of 2,041 feet more or less the east line of Blackhawk Township Tax Parcel No. 198-1-A; Thence South along said east line and its southerly extension, a distance of 1,776 feet more or less to the south right of way line of 78th Avenue West / Andalusia Road; Thence East along said south right of way line, a distance of 440 feet more or less to the east line of Blackhawk Township Tax Parcel No. 3979; Thence South along said east line, a distance of 50 feet more or less; Thence East along said east line, a distance of 50 feet more or less to the east line of the Northeast Quarter of Section 28, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence South along said east line, a distance of 1,033 feet more or less to the south line of Blackhawk Township Tax Parcel No. 3982; Thence West along said south line, a distance of 397 feet more or less to the east right of way line of 29th Street West; Thence South along said east right of way line, a distance of 38 feet more or less to the north line of Blackhawk Township Tax Parcel No. 4112; Thence East along said north line, a distance of 344 feet more or less to the east line of said Tax Parcel No. 4112; Thence South along said east line, a distance of 541 feet more or less to the south line of said Tax Parcel No. 4112; Thence West along the south line of said Tax Parcel No. 4112 and the south right of way line of said 29th Street West and the south line of Blackhawk Township Tax Parcel No. 3299 and its westerly extension, a distance of 1250 feet more or less to the west right of way line of 31st Street West; Thence South along said west right of way line, a distance of 117 feet more or less to the northwesterly right of way line of 31st Street West; Thence Southwesterly along said northwesterly

right of way line, a distance of 75 feet more or less to the northerly right of way line of 85th Avenue West; Thence Southwesterly and Westerly along said northerly right of way line, a distance of 1,214 feet more or less to the east line of Blackhawk Township Tax Parcel No. 343-1; Thence North along said east line, a distance of 284 feet more or less to the north line of said Tax Parcel No. 343-1; Thence West along said north line, a distance of 240 feet more or less to the west line of said Tax Parcel No. 343-1; Thence South along said west line, a distance of 297 feet more or less to the northerly right of way line of said 85th Avenue West; Thence Westerly along said northerly right of way line, a distance of 695 feet more or less to the intersection of said northerly right of way line and the northerly extension of the east line of Blackhawk Township Tax Parcel No. 345-3; Thence South along said northerly extension and east line, a distance of 1,234 feet more or less to the south line of said Tax Parcel No. 345-3; Thence West along said south line, a distance of 460 feet more or less to the west line of said Tax Parcel No. 345-3; Thence North along said west line and its northerly extension, a distance of 1,204 feet more or less to the intersection of said west line and the northerly right of way line of said 85th Avenue West; Thence Westerly and Southwesterly along said northerly right of way line, a distance of 2,625 feet more or less to the east line of Blackhawk Township Tax Parcel No. 357; Thence North along said east line, a distance of 484 feet more or less to the north line of said Tax Parcel No. 357; Thence West along said north line, a distance of 670 feet more or less to the west line of said Tax Parcel No. 357; Thence South along said west line, a distance of 657 feet more or less to the northerly right of way line of said 85th Avenue West; Thence Southwesterly along said northerly right of way line, a distance of 52 feet more or less to the east line of Blackhawk Township Tax Parcel No. 3424; Thence North along said east line, a distance of 148 feet more or less to the north line of said Tax Parcel No. 3424; Thence West along said north line, a distance of 225 feet more or less to the west line of said Tax Parcel No. 3424; Thence South along said west line, a distance of 139 feet more or less to the north line of Blackhawk Township Tax Parcel No. 357-1; Thence West along said north line, a distance of 318 feet more or less to the west line of said Tax Parcel No. 357-1; Thence South along said west line, a distance of 132 feet more or less to the northerly right of way line of said 85th Avenue West; Thence Southwesterly along said northerly right of way line, a distance of 1,269 feet more or less to the east right of way line of 51st Street West; Thence North along said east right of way line, a distance of 1,961 feet more or less to the intersection of said east right of way line and the easterly extension of the north line of Blackhawk Township Tax Parcel No. 352; Thence West along said easterly extension and north line and its westerly extension, a distance of 1,400 feet more or less to the west right of way line of Turkey Hollow Road / S.A. Route 10; Thence South and Southwesterly along said right of way line, a distance of 2,565 feet more or less to the centerline of a creek; Thence Northwesterly along said centerline, a distance of 1,022 feet more or less to the west line of Blackhawk Township Tax Parcel No. 358; Thence North along said west line, a distance of 805 feet more or less; Thence Northerly along said west line, a distance of 493 feet more or less; Thence North along said west line, a distance of 1,641 feet more or less to the south right of way line of 78th Avenue West / Andalusia Road; Thence East along said south right of way line, a distance of 5,275 feet more or less to the intersection of said south right of way line and the southerly extension of the west line of Blackhawk Township Tax Parcel No. 188; Thence North along said southerly extension, a distance of 85 feet more or less to the north right of way line of said 78th Avenue West / Andalusia Road; Thence East along said north right of way line, a distance of 2,667 feet more or less to the east right of way line of IL Route 92 / Centennial Expressway; Thence Northerly along said east right of way line, a distance of 1,667 feet more or less to the south line of Blackhawk Township Tax Parcel No. 192-2; Thence East along said south line, a distance of 590 feet more or less to the east line of said Tax Parcel No. 192-2; Thence North along said east line, a distance of 464 feet more or less to the northerly line of said Tax Parcel No. 192-2; Thence Northwesterly along said northerly line, a distance of 653 feet more or less to the east right of way line of said IL Route 92 / Centennial Expressway; Thence Northerly along said east right of way line, a distance of 2,501 feet more or less to the southeast corner of Blackhawk Township Tax Parcel No. 135-1; Thence Northerly along the easterly line of said Tax Parcel 135-1, a distance of 820 feet more or less to the north line of said Tax Parcel 135-1; Thence Northwesterly along the northerly line of said Tax Parcel 135-1, a distance of 75 feet more or less to the east right of way line of said IL Route 92 / Centennial Expressway; Thence Northwesterly, a distance of 330 feet more or less to the intersection of the west right of way line of said IL Route 92 / Centennial Expressway and the south line of Blackhawk Township Tax Parcel No. 129-1; Thence West along said south line, a distance of 435 feet more or less to the westerly line of said Tax Parcel 129-1; Thence Northeasterly along said westerly line, a distance of 1,000 feet more or less to the north line of said Tax Parcel No. 129-1; Thence East along said north line, a distance of 356 feet more or less to the west right of way line of said IL Route 92 / Centennial Expressway; Thence Southeasterly along said west right of way line, a distance of 182 feet more or less; Thence Southeasterly, a distance of 500 feet more or less to the southeasterly right of way line of said IL Route 92 / Centennial Expressway, also being the northwestern most corner of Blackhawk Township Tax Parcel No. 135; Thence North along said southeasterly right of way line, a distance of 585 feet more or less; Thence Northeasterly, a distance of 554 feet more or less to the easterly right of way line of said IL Route 92 / Centennial Expressway; Thence Northerly along said easterly right of way line, a distance of 818 feet more or less to the south line of Blackhawk Township Tax Parcel No. 134-1; Thence East along said south line, a distance of 77 feet more or less to the east line of said Tax parcel No. 134-1; Thence North along said east line and its northerly extension, a distance of 290 feet more or less to the north right of way line of 56th Avenue West; Thence West along said north right of way line, a distance of 162 feet more or less to the easterly right of way line of said IL Route 92 / Centennial Expressway; Thence Northwesterly along said easterly right of way line, a distance of 415 feet more or less; Thence Northeasterly along said easterly right of way line, a distance of 1,660 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 16 (RI EZ 16 to RI EZ 17)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on southerly line of RI-EZ-16 at the intersection of the easterly right of way line of Rock Island Parkway / 92nd Avenue and the south line of Blackhawk Township Tax Parcel No. 345-3 in the Southwest Quarter of Section 28, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence southerly within said right of way of Rock Island Parkway / 92nd Avenue, a distance of 533 feet more or less to the westerly line of RI-EZ-17 as described below.

RI-EZ-17

BEGINNING at the intersection of the east right of way line of Rock Island Parkway / 92nd Avenue and the north line of Highland Place Subdivision in the Southwest Quarter of Section 28, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence East along said north line, a distance of 910 feet more or less to the east line of said Highland Place Subdivision; Thence South along said east line, a distance of 756 feet more or less; Thence West along said east line, a distance of 103 feet more or less; Thence South along said east line, a distance of 250 feet more or less; Thence East along said east line, a distance of 200 feet more or less; Thence North along said east line, a distance of 250 feet more or less; Thence East along said east line, a distance of 184 feet more or less to the west right of way line of 35th Street West; Thence Southerly along said easterly line, a distance of 481 feet more or less to the northerly right of way line of Rock Island Parkway / 92nd Avenue; Thence Westerly along said northerly right of way line, a distance of 463 feet more or less to the northeasterly right of way line of said Rock Island Parkway / 92nd Avenue; Thence Northwesterly along said northeasterly right of way line, a distance of 579 feet more or less; Thence Northwesterly along said northeasterly right of way line, a distance of 462 feet more or less to the east right of way line of said Rock Island Parkway / 92nd Avenue; Thence North along said east line, a distance of 529 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 17 (RI EZ 17 to RI EZ 18)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on southerly line of RI-EZ-17 at the intersection of the northerly right of way line of Rock Island Parkway / 92nd Avenue and the west right of way line of 35th Street West in the Southwest Quarter of Section 28, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence southeasterly within said right of way of Rock Island Parkway / 92nd Avenue, a distance of 432 feet more or less to the northerly line of RI-EZ-18 as described below.

RI-EZ-18

BEGINNING at the intersection of the southerly right of way line of Rock Island Parkway / 92nd Avenue and the east right of way line of 35th Avenue West in the Northeast Quarter of Section 33, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence Easterly, Southeast and Easterly along said southerly right of way line of Rock Island Parkway / 92nd Avenue, a distance of 2,535 feet more or less to the east line of the Northeast Quarter of said Section 33; Thence South along said east line, a distance of 2,035 feet more or less to the south line of the Northeast Quarter of said Section 33; Thence West along said south line, a distance of 2,553 feet more or less to the east right of way line of said 35th Street West; Thence North along said east right of way line, a distance of 2,057 feet more or less; Thence East along said east right of way line, a distance of 45 feet more or less; Thence North along said east right of way line, a distance of 228 feet more or less to the POINT OF BEGINNING.

RI EZ Connector 18 (RI EZ 16 to RI EZ 19)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on the easterly line of RI-EZ-16 at the intersection of the easterly line of Lot 1 in Turkey Hollow Industrial Park 3rd Addition and the southerly right of way line of Andalusia Road in the Northeast Quarter of Section 28, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence easterly within the right of way of Andalusia Road, a distance of 2,700 feet more or less to the northwest corner and Point of Beginning of RI-EZ-19 as described below.

RI-EZ-19

BEGINNING at the intersection of the southerly right of way line of a railroad and the westerly line of Blackhawk Township Parcel Tax Parcel No. 326-B-2 in the Northeast Quarter of Section 27, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence easterly along said southerly right of way line, a distance of 1,075 feet more or less to the westerly line of Lot 2 in Blackhawk 2nd Subdivision extended northerly; Thence southerly along said northerly extension, a distance of 50 feet more or less to the north line of said Lot 2; Thence easterly along said north line, a distance of 290 feet more or less to the east line of Lot 1 in Blackhawk 2nd Subdivision; Thence northerly along the northerly extension of the east line of said Lot 1, a distance of 50 feet more or less to the southerly right of way line of a railroad; Thence easterly along said southerly right of way line, a distance of 1,157.6 feet more or less to the westerly right of way line of Ridgewood Road; Thence southerly along said westerly right of way line, a distance of 1,362 feet more or less to the northerly line of Blackhawk Township Parcel Tax Parcel No. 326-C; Thence southwesterly along said northerly line and the northerly lines of Blackhawk Township Parcel Tax Parcel No. 326-A, John H. Blaser 1st Addition, John H. Blaser 4th Addition and Fox Trail 1st Addition to the west line of the Northeast Quarter of Section 27, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence northerly along said west line, a distance of 912 feet more or less to a corner of Blackhawk Township Parcel Tax Parcel No. 326-B-2 which is 47 feet more or less north of the

southwest corner of said Parcel; Thence easterly along the westerly line of said Parcel, a distance of 14 feet more or less; Thence northerly along said westerly line, a distance of 850 feet more or less to the Point of Beginning;

RI EZ Connector 19 (RI EZ 19 to RI EZ 20)

A 3 feet wide strip of land with the centerline described as follows:

BEGINNING on the easterly line of RI-EZ-19 at the intersection of the southerly line of Lot 1 in John H. Blaser's 3rd Addition and the westerly right of way line of Ridgewood Road in the Northeast Quarter of Section 27, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence southerly within the right of way of Ridgewood Road and 14th Street West, a distance of 4,400 feet more or less to 92nd Avenue West; Thence easterly within the right of way of 92nd Avenue West, a distance of 1,300 feet more or less to the northwest corner and Point of Beginning of RI-EZ-20 as described below.

RI-EZ-20

BEGINNING at the intersection of the southerly right of way line of 92nd Avenue West and the east line of Heather Hills 1st Addition in the Northwest Quarter of Section 35, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence easterly along said southerly right of way line, a distance of 3,800 feet more or less to the westerly right of way line of U.S. Route 67; Thence southerly along said westerly right of way line, a distance of 109 feet more or less to the northerly line of Suburban Heights Addition; Thence westerly along said northerly line, a distance of 356 feet more or less to the westerly line of Suburban Heights Addition; Thence southerly along said westerly line, a distance of 596 feet more or less to the northerly line of Suburban Heights 2nd Addition; Thence westerly along said northerly line, a distance of 306 feet more or less to the westerly line of Suburban Heights 2nd Addition; Thence southerly along said westerly line, a distance of 380 feet more or less to the northerly line of Hillcrest 3rd Addition; Thence westerly along said northerly line and the northerly line of Hillcrest 4th Addition, a distance of 1,792 feet more or less to the east line of the Northwest Quarter of Section 35, Township 17 North, Range 2 West of the 4th Principal Meridian; Thence southerly along said east line and the east line of the Southwest Quarter of said Section 35, a distance of 2,640 feet more or less to the south line of the north half of the Southwest Quarter of said Section 35; Thence westerly along said south line, a distance of 2,040 feet more or less to the easterly line of Woodridge Village 2nd Addition; Thence northerly along said easterly line, a distance of 415 feet more or less to the northerly right of way line of 101st Avenue West; Thence westerly along said northerly right of way line, a distance of 14 feet more or less to the easterly line of Woodridge Village 2nd Addition; Thence northerly along said easterly line, a distance of 115 feet more or less to the southerly line of Blackhawk Township Tax Parcel No. 408-2; Thence easterly along said southerly line, a distance of 772 feet more or less to the easterly line of said Blackhawk Township Tax Parcel No. 408-2; Thence northerly along said easterly line, a distance of 360 feet more or less to the northerly line of said Blackhawk Township Tax Parcel No. 408-2; Thence westerly along said northerly line, a distance of 1,210 feet more or less to the easterly right of way line of 14th Street West; Thence northerly along said easterly right of way line, a distance of 1,770 feet more or less to the southerly line of Heather Hills 1st Addition; Thence easterly along said southerly line, a distance of 1,288 feet more or less to the easterly line of Heather Hills 1st Addition; Thence northerly along said easterly line, a distance of 757 feet more or less to the POINT OF BEGINNING.

Those parts of the City of Silvis, Illinois described as follows:

Those parts of the City of Silvis, Illinois, beginning at the approximate location of the Southwest corner of the Southeast quarter of Section 30, Township 18 North, Range 1 East of the 4th P.M; thence North 04 degrees 29 minutes 00 seconds West on an assumed bearing, along the West line of the Southeast quarter of said Section 30, 319.50 feet to the South line; thence North 75 degrees 06 minutes 00 seconds East along said southerly line, 741.58; thence South 82 degrees 33 minutes 39 seconds East, 418.56 feet; thence North 79 degrees 43 minutes 15 seconds East, 500.00 feet; thence North 40 degrees 34 minutes 34 seconds East, 541.95 feet; thence North 79 degrees 40 minutes 00 seconds East, 1379.58 feet; thence South 80 degrees 50 minutes 11 seconds East, 588.52 feet; thence South 10 degrees 34 minutes 23 seconds West, 414.81 feet; thence South 79 degrees 25 minutes 37 seconds East, 24.50 feet; thence South 10 degrees 34 minutes 23 seconds West, 9.40 feet; thence South 79 degrees 25 minutes 37 seconds East, 61.0 feet; thence North 10 degrees 34 minutes 23 seconds East, 9.40 feet; thence South 79 degrees 25 minutes 37 seconds East, 826.41 feet; thence North 10 degrees 34 minutes 23 seconds East, 58.0 feet; thence South 79 degrees 25 minutes 37 seconds East, 135.0 feet; thence South 10 degrees 34 minutes 23 seconds West, 58.0 feet; thence South 79 degrees 25 minutes 37 seconds East, 29.07 feet; thence Southeasterly along the arc of a curve, 158.90 feet, said curve having a radius of 553.90 feet and a long chord which bears South 71 degrees 12 minutes 31 seconds East, 158.36 feet; thence South 62 degrees 59 minutes 24 seconds East, 815.58 feet; thence Southeasterly along the arc of a curve, 218.44 feet, said curve having a radius of 749.58 feet and a long chord which bears South 54 degrees 38 minutes 30 seconds East, 217.69 feet; thence South 46 degrees 17 minutes 35 seconds East, 341.01 feet; thence North 43 degrees 42 minutes 25 seconds East, 15.0 feet; thence South 46 degrees 17 minutes 35 seconds East, 101.30 feet; thence Southeasterly along the arc of a curve, 170.79 feet, said curve having a radius of 580.94 feet and a long chord which bears South 54 degrees 42 minutes 55 seconds East, 170.17 feet; thence South 63 degrees 08 minutes 14

seconds East, 348.53 feet to the East line of the Northwest quarter of the Northeast quarter of Section 32; thence continuing South 63 degrees 08 minutes 14 seconds East, 250.0 feet; thence South 63 degrees 06 minutes 31 seconds East along the Southerly line of 2nd Avenue North, 280.0 feet; thence North 26 degrees 53 minutes 29 seconds East, 60.0 feet to the Northerly line of 2nd Avenue North and the South line of Lot 2 of Silvis Industrial Park; thence following the right of way and the Southerly line of Lot 2 along the next 3 courses and distances: South 62 degrees 57 minutes 21 seconds East, 27.02 feet; thence Southeasterly along the arc of a curve, 100.76 feet, said curve having a radius of 505.0 feet and a long chord which bears South 57 degrees 49 minutes 28 seconds West, 100.59 feet; thence South 51 degrees 42 minutes 57 seconds East, 109.40 feet to the most Southwesterly corner of Lot 3; thence continuing along the Northerly right of way of 2nd Avenue North, which is the also the Southerly and line of Lot 3 of Silvis Industrial Park the next 2 courses and distances: South 51 degrees 42 minutes 57 seconds East, 218.47 feet; thence North 82 degrees 24 minutes 12 seconds East, 69.26 feet; thence Northeasterly along the Westerly right of way line of 24th Street North, which is the Easterly line of Lot 3 of Silvis Industrial Park the next 2 courses: North 41 degrees 44 minutes 39 seconds East, 329.28 feet, thence North 32 degrees 47 minutes 55 seconds East, 66.97 feet to the most Northeasterly corner of said Lot 3; thence North 32 degrees 49 minutes 33 seconds East, 26.89 feet along said Northwesterly line of 24th Street North; thence 164.16 feet along the arc of a 302.85 foot radius curve, concave Northwesterly (the chord of said curve bears North 17 degrees 10 minutes 09 seconds East 162.16 feet) along the said Northwesterly line of 24th Street North; thence North 04 degrees 08 minutes 51 seconds West 126.21 feet along the said Westerly line of 24th Street North; thence Northerly approximately 788 feet along said Westerly right of way line of 24th Street North, 33 feet Westerly of and parallel to the East line of said Section 32 to a point on the North line of Section 32, Township 18 North, Range 1 East, 4th P.M, being 33 feet West of the Northeast corner of said Section 32, also being the Southeast Corner of Hampton Township parcel 609; thence North along the Westerly line of 158th Street North for approximately 2607.63 feet to the Northeast corner of said parcel and the Southerly right-of-way of the railroad. Thence North 88 degrees 11 minutes East, 2,333.93 feet to a point, continuing Easterly along a the arc of a curve, 694.46 feet to a point, thence North 79 degrees 43 minutes East, 940.68 feet, thence Northerly 17.08 feet, then North 79 degrees 43 minutes East 1,526 feet, thence Northerly 36 feet, thence North 79 degrees 43 minutes East, 177 feet, thence Southerly 16.58 feet, thence North 79 degrees 43 minutes East, 660 feet, thence Northerly 16.58 feet, thence North 79 degrees 43 minutes East, 68.7 feet the Northwest Corner of Hampton Township parcel 609; thence South 79 degrees 43 minutes West, 846.3 feet, thence North 4 degrees 29 minutes West, 3.02 feet, thence South 79 degrees 43 minutes West, 871.83 feet, thence South 4 degrees 29 minutes East 1580.31 feet to the point of beginning.

Commencing at the intersection of the of tax parcel H-611-RU and the northwest corner of a parcel of land owned by the City of Silvis as the location of Well Number 7 both as shown on sheet 69 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986; thence southwest along the west line of said parcel owned by the City of Silvis, including the westerly three feet of said parcel, 100 feet; thence southwest along the west line and the southern extension of the west line of tax parcel H-737 as shown on sheet 69 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, including the westerly three feet of said parcel to its intersection with the south right-of-way of 1st Avenue; thence southeast along said right-of-way, including the southerly three feet of said right-of-way, to the intersection of said right-of-way and the west right-of-way of 17th Street; thence southerly along the west right-of-way of 17th Street, including the westerly three feet of said right-of-way, to the intersection of said right-of-way and the northeast corner of tax parcel H-8351 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986; thence N87°43'10"W along the north line of tax parcel H-8351, 274.98 feet; thence N00°59'28"W along the east line of tax parcel H-8350 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 112.06 feet; thence N89°25'06"W along the north line of H-8350, 209.04 feet, thence N00°28'52"E along the east line of tax parcel H-8350, 215.03 feet to the south right-of-way of 11th Avenue; thence N88°02'04"W, 76.03 feet along said right-of-way; thence S00°33'38"W along the west line of tax parcel H-8350, 105.68 feet; thence N88°04'26"W along the north line of tax parcel H-8350, 100.01 feet; thence S00°25'40"W along the west line of tax parcels H-8350 and H-8351, 390.34 feet; thence S00°35'01"E along the west line of tax parcels H-8351 and H-8352 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 788.80 feet; thence S88°56'30"E along the south line of tax parcel H-8352, 613.93 feet to the west right-of-way of 17th Street; thence N08°24'13"E along said right-of-way 73.54 feet; thence N02°11'26"E along said right-of-way 406.37 feet; thence N68°38'02"W along the north line of tax parcel H-8352, 45.54 feet; thence N88°46'23"W along the north line of tax parcel H-8352, 176.30 feet; thence 124.90 feet along the north line of tax parcel H-8352 along an arc concave north with a radius of 50 feet and a chord bearing N70°20'17"W, 94.87 feet; thence 124.90 feet along the south line of tax parcel H-8351 along an arc concave south with a radius of 50 feet and a chord bearing N72°47'27"E, 94.87 feet; thence S88°46'23"E along the south line of tax parcel H-8351, 177.31 feet; thence N71°14'28"E along the south line of tax parcel H-8351, 50.33 feet to the west right-of-way of 17th Street;

thence N02°04'26"E along said right-of-way 200.00 feet; thence N00°34'59"W along said right-of-way 169.88 feet; thence easterly across 17th Street to the east right-of-way of 17th Street; thence S02°22'53"W along said east right-of-way 269.47 feet; thence S87°37'59"E along the south line of tax parcel H-44-1 as shown on sheet 8 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 382.6 feet; thence S87°37'19"E along the south line of tax parcel H-44 as shown on sheet 8 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 779.75 feet to the East line of the West Half of the Northeast Quarter of Section 5; thence N00°00'00"W along said line 1250 feet; thence N88°01'53"W along the north line of tax parcel H-44, 823.01 feet to the east right-of-way of 17th Street; thence S53°41'06"E along said right-of-way 37.78 feet; thence S34°05'03"E along said right-of-way 152.91 feet; thence S22°00'26"E along said right-of-way 38.59 feet; thence S27°47'39"W along said right-of-way 54.31 feet; thence S11°53'46"E along said right-of-way 108.70 feet; thence S00°36'58"E along said right-of-way 172.55 feet; thence S56°19'56"E along said right-of-way 61.89 feet; thence S01°18'43"W along said right-of-way 85.30 feet; thence S66°40'33"E along said right-of-way 123.04 feet; thence S87°44'18"E along said right-of-way 379.40 feet; thence S02°22'53"W along said right-of-way 297 feet; thence westerly across 17th Street to the intersection of the west right-of-way of 17th Street and the northeast corner of tax parcel H-8351, all located in Sections 5 and 32, Townships 17 North and 18 North, Range 1 East of the 4th Principal Meridian in the City of Silvis, Rock Island County containing 43.88 acres, more or less. The amended area includes all of Tax Parcels H-44, H-44-1, H-8350, H-8351, and H-8352. The bearings used for this description are from Document Numbers 84-08040, 99-30779, and 98-35147 as recorded in the Rock Island County Recorder's Office and from Illinois DOT Right-of-Way Plats for F.A. Route 595 dated July 12, 1999. (Silvis 6/2003 Jewel/Miller project)

For the purposes this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless state otherwise.

Parts of the Southwest Quarter of Section 31, Township 18 North, Range 1 East of the 4th Principal Meridian, part of the Northwest Quarter of Section 6, Township 17 North, Range 1, East of the 4th Principal Meridian, described as follows: Commencing at the Southeast Corner of Lot 6 according to the Assessor's Plat of 1863 in the Fractional Southwest Quarter South of the Flack and Bean Indian Boundary Line, of Section 31, Township 18 North, Range 1 East of the 4th Principal Meridian; thence North on the East Line of said Lot 6, 237.4 feet; thence South 86 degrees 24 minutes East, 325 feet to the West Line of Highway Route 80; thence Southerly on the West Line of said Route 80, 17 feet to the point of beginning; thence South 86 degrees 24 minutes East 41.3 feet, more or less to a point 1.5 feet distant easterly of the centerline of 19th Street; thence southerly 231.6 feet, more or less, parallel with and 1.5 feet distant easterly from said centerline to a point 1.5 feet northerly of the centerline of Crosstown Avenue; thence easterly 543.7 feet, more or less, parallel with and 1.5 feet distant northerly from the centerline of Crosstown Avenue to a point 3 feet easterly of the extension of the westerly line of Supervisor of Assessments Tax Parcel H-68-1; thence southerly 64.0 feet, more or less, parallel with and 3 feet distant easterly to the extension of the westerly line of said parcel to a point on the north line of said parcel; thence southeasterly 304.5 feet, more or less, on the north line of Parcel H-68-1 to the south line of said parcel; thence westerly 264.34 feet, more or less, on said south line to the west line of said parcel; thence northerly 142 feet, more or less, on said west line to the north line of said parcel; thence continuing northerly 60.6 feet, more or less, on the extension of the west line of said parcel to a point 1.5 feet southerly of the centerline of Crosstown Avenue; thence westerly 543.5 feet, more or less, parallel with and 1.5 feet distant southerly from said centerline to a point 1.5 feet distant westerly of the centerline of 19th Street; thence northerly 231.5 feet, more or less, parallel with and 1.5 feet distant westerly of the centerline of 19th Street; thence North 86 degrees 24 minutes West 38.3 feet, more or less to the West Line of Highway Route 80; thence Northerly on the West Line of Highway Route 80, 3 feet, more or less, to the point of beginning, containing 0.527 acres more or less. (Silvis 8/2004 Hospital Road site)

Part of Section 6, Township 17 North, Range 1 East of the 4th Principal Meridian, described as follows:

Beginning at the southwest corner of Supervisor of Assessments Parcel 0664-5, thence South 53 degrees 32 minutes 58 seconds West, 33.10 feet to a point on Hospital Road; thence South 36 degrees 27 minutes 02 seconds East, 421.43 feet in said Road; thence South 01 degrees 09 minutes 58 seconds West, 899.05 feet in said Road to the westerly extension of the north right of way line of Illini Drive; thence North 89 degrees 53 minutes 26 seconds East, 1326.64 feet on said right of way line to the east right of way line of 10th Street; thence South 00 degrees 32 minutes 10 seconds East, 2782.39 feet on said right of way line to the southerly right of way line of Colona Road; thence North 63 degrees 56 minutes 56 seconds West, 1520.91 feet on said right of way line to the southerly extension of Supervisor of Assessments Parcel 068414; thence North 00 degrees 18 minutes 27 seconds East, 844.38 feet on said line; thence North 89 degrees 41 minutes 33 seconds West, 73.39 feet to the westerly right of way line of Hospital Road; thence North 04 degrees 52 minutes 14 seconds East, 131.58 feet on said right of way line; thence North 00 degrees 27 minutes 47 seconds East, 1076.99 feet on said right of way line; thence North 89 degrees 54 minutes 25 seconds East, 58.50 feet to a point in Hospital Road; thence North 01 degrees 09 minutes 58 seconds East, 956.99 feet to a point in Hospital Road; thence North 36 degrees 27 minutes 02 seconds West, 423.41 feet to a point in Hospital Road; thence North 53 degrees 32

minutes 58 seconds East, 33.10 feet to the westerly boundary of Supervisor of Assessments Parcel 0664-5. (Silvis - Hynd Farm Sept. 2005)

Also, all that part of the Northeast Quarter and the Northwest Quarter of Section 32, Township 18 North, Range 1 East of the Fourth Principal Meridian, City of Silvis, Rock Island County, Illinois, described as follows:

Beginning at an intersection of the north line of First Avenue, City of Silvis, with the west line of Sixteenth Street, City of Silvis, extended; thence South 79 degree 22' East along the north line of First Avenue a distance of 218.00 feet; thence North 10 degree 38' East a distance of 501.35 feet to the centerline of the existing railroad spur; thence in a southwesterly direction along a 8 degree 00' curve, and along the centerline of said railroad spur, a distance of 259.6 feet; thence South 10 degree 38' West a distance of 366.4 feet to the north line of First Avenue; thence South 79 degree 22' East along said north line a distance of 2.0 feet to the point of beginning, containing 2.242 acres. (Silvis FS Territory December 2005)

Part of the Northwest Quarter of Section 32, Township 18 North, Range 1 East of the 4th Principal Meridian, described as follows:

Beginning at the southwest corner of Supervisor of Assessments Tax Parcel 06734-4; thence South 74 degrees 53 minutes 28 seconds East, 3.00 feet; thence South 15 degrees 06 minutes 32 seconds West, 38.00 feet; thence North 74 degrees 51 minutes 58 seconds West, 1225.61 feet; thence South 15 degrees 15 minutes 18 seconds West, 37.58 feet to the northeast corner of Lot 7 in Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence South 14 degrees 42 minutes 58 seconds West, 120.06 feet on the easterly line of said Lot to the northerly line of the public alley; thence North 74 degrees 48 minutes 57 seconds West, 505.39 feet on said northerly line to the southwest corner of Lot 12 in Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence North 14 degrees 45 minutes 43 seconds East, 119.70 feet on the westerly line of said Lot 12 to the southerly right of way line of 1st Avenue; thence South 74 degrees 51 minutes 24 seconds East, 502.30 feet on said southerly right of way line to a point 3.00 feet North 74 degrees 51 minutes 24 seconds West of the northeast corner of Lot 7 in Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence North 15 degrees 15 minutes 18 seconds East, 40.61 feet; thence South 74 degrees 51 minutes 52 seconds East, 1225.60 feet; thence North 15 degrees 06 minutes 32 seconds East, 35.00 feet to the point of beginning, containing 1.45 acres, more or less. (Silvis Black Hawk State Bank December 2005)

Those parts of the Village of Milan, Illinois described as follows:

Commencing at the centerline of US Route 6 and the easterly boundary of Parcel CV 12-1, lying in the northwest quarter of Section 22, T. 17 N, R-1-W, 4th PM; heading easterly in US Route 6 to US Route 150; heading southerly in US Rt. 150 to the Indian Bluff Road; heading in a south westerly direction in Indian Bluff Road to 68th Street; heading northerly in 68th Street to a parcel of land described as follows: Parcel 1) The westerly 1645 feet of the southerly 312.76 feet of the South ½ of Section 21, T.17 N, R-1-W of the 4th PM; Parcel 2) the Westerly 1645 feet of the northerly 437.24 feet of the North ½ of Section 28, T.17 N, R-1-W of the 4th PM; Parcel 3) The easterly 800 feet of the Southern 312.76 feet of the Southeast 1/4 of Section 20, T. 17 N, R-1-W of the 4th PM; and Parcel 4) The easterly 800 feet of the Northerly 437.24 feet of the Northeast 1/4 of Section 29, T. 17 N, R-1-W of the 4th PM; Additionally commencing at the intersection of 68th Street and Indian Bluff Road heading westerly to a point on the easterly edge of Tax parcel 52-1 in Section 30, T.17 N, R-1W of the 4th PM.; commencing on the westerly edge of Tax parcel 52-1 and the intersection of Indian Bluff Road heading westerly in Indian Bluff Road to the easterly edge of Tax Parcel 57-2, inclusive of 57-F, 57, 21 and 18 in Section 30 T. 17N, R-1-W of the 4th PM and Section 19, T.17 N, R-1-W of the 4th PM and Tax Parcel 290-2, NE 1/4 Section 24, T.17 N, R-2-W of the 4th PM and; Tax Parcel 294 in SE 1/4 Section 24, T.17 N, R-2-W of the 4th PM. For the purposes of this description, the path described along US Route 6, US Route 150, Indian Bluff Road and 68th Street consist of three (3) feet down the centerline of the public highways (*Elliot Aviation/Deere Airport/Milan 2001*).

Part of the Southwest Quarter of Section 19 and part of the East 332 feet of the South Half of the East 92.10 acres of the Northwest Quarter of Section 19, all in Township 17 North, Range 1 West of the Fourth Principal Meridian, County of Rock Island, State of Illinois, described as follows:

Commencing at the Northeast Corner of said Southwest Quarter; thence North 89 degrees 31 minutes 49 seconds West along the North Line of said Southwest Quarter, a distance of 15.17 feet to the Point of Beginning; thence North 89 degrees 31 minutes 49 seconds West along said North Line, a distance of 174.83 feet; thence South 00 degrees 46 minutes 47 seconds West, a distance of 140.00 feet; thence North 89 degrees 31 minutes 49 seconds West, a distance of 10.00 feet to the West Right-of-Way Line of County Highway Route 78; thence North 00 degree 46 minutes 47 seconds East along said West Right-of-Way Line, a distance of 7.00 feet; thence North 89 degrees 31 minutes 49 seconds West, a distance of 642.82 feet to the East Line of Deere and Company, a Delaware Corporation; thence North 01 degree 10 minutes 06 seconds East along said East Line of Deere and

Company, a Delaware Corporation, a distance of 3.00 feet to the North Right-of-Way Line of Blackhawk Township; thence South 89 degrees 31 minutes 49 seconds East along said North Right-of-Way Line, a distance of 642.80 feet to the West Right-of-Way Line of County Highway Route 78; thence North 00 degree 46 minutes 47 seconds East along said West Right-of-Way Line, a distance of 130.00 feet to the North Line of said Southwest Quarter; thence North 89 degrees 31 minutes 49 seconds West along said North Line, a distance of 130.90 feet to the Southeast Corner of Jensen's Subdivision; thence North 00 degrees 43 minutes 01 second East along the East Line of said Jensen's Subdivision, a distance of 987.72 feet; thence South 89 degrees 28 minutes 33 seconds East, a distance of 213.77 feet; thence South 09 degrees 28 minutes 33 seconds East, a distance of 158.71 feet; thence South 11 degrees 22 minutes 57 seconds East, a distance of 300.57 feet; thence South 00 degrees 26 minutes 37 seconds East, a distance of 537.09 feet to the Point of Beginning. The above described tract of land contains 6.566 acres, more or less. For the purpose of this description the North Line of said Southwest Quarter of Section 19, has been assigned the bearing of North 89 degrees 31 minutes 49 seconds West (*Milan 7/2003 Blackhawk Autoplex project*).

Part of the Northwest Quarter of Section 30, Township 17 North, Range 1 West of the 4th P.M.. County of Rock Island, State of Illinois, being more particularly described as follows: Commencing at the Northeast Corner of Northwest Quarter of Section 30; Thence S 0 degrees 29' 15" E, along the East line of said Northwest Quarter 106.78 feet to the Point of Beginning of this description; Thence S 0 degrees 29' 15" E, 223.66 feet to the North line of Tract 3 as conveyed by Warranty Deed Doc. No. 92-03974 in the Rock Island County Recorder's Office; Thence N 89 degrees 57'35" W, along said North line 653.17 feet to the Easterly Right-of-Way line of County Highway Route 78; Thence 260.44 feet along said Right-of-Way line also being the arc of a circle concave to the Northwest, having a radius of 5829.65 feet and having a chord bearing and distance of N 30 degrees 51'25" E, 260.42 feet; Thence S 89 degrees 57' 35" E, 517.70 feet to the Point of Beginning, excepting any parts deeded for highway purposes, situated in the County of Rock Island and State of Illinois (*Milan – Blackhawk Bank, Parcel 21-3*).

Part of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Seventeen (17) North, Range One (1) West of the 4th Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Seventeen (17) North, Range One (1) West; thence South 00-39-15 East, along the East line of the Northwest Quarter (NW 1/4) of said Section Thirty (30) a distance of 438.00 feet to the point of beginning of the following described tract; thence South 80-23-03 West along the North line to a parcel recorded as Document Number 646181 in the Recorder's Office, a distance of 330.00 feet; thence South 00-04-41 East, a distance of 29.04 feet; thence North 89-59-40 West, a distance of 413.61 feet to a point on a curve on the Easterly right-of-way line of County Highway 78; thence Northeasterly along said right-of-way, along a curve to the left, said curve having a radius of 5729.65 feet and whose chord bears North 32-38-55 East, a distance of 164.52 feet from the last described point to a point on the curve; thence North 89-51-46 East, a distance of 653.57 feet to a point on the East line of the Northwest Quarter (NW 1/4) of said Section Thirty (30); thence South 00-39-15 East, along said East line, a distance of 107.55 feet to the point of beginning, excepting any parts deeded for highway purposes, situated in the County of Rock Island and State of Illinois (*Village of Milan, Blackhawk Bank/Beltway Commons, Parcel 57-E, January 2008*).

That part of the Northwest Quarter of Section Number Thirty (30) Township Number Seventeen (17) North, Range Number One (1) West of the 4th Principal Meridian, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section Number Thirty (3); thence South along the Quarter Section line Five Hundred Sixty Three and Eight Tenths (563.8) feet; thence West at right angles to said Quarter Section line Three Hundred Thirty (330) feet for the place of beginning; thence South parallel with said Quarter Section line One Hundred Ninety One and Two Tenths (191.2) feet to the Northeast corner of a triangular tract conveyed to Robert H. Smit, Highway Commissioner by deed filed September 8, 1967 and recorded in Book 357 of Records as Document Number 655426; thence South Sixty Four (64) degrees Forty Four (44) minutes West Two Hundred Seventy eight (278) feet along the North line of said tract described in Book 357 of Records, Document Number 655426 to the Northerly line of the Township Road known as S.A. Route Number Sixteen (16) (16); thence North Sixty Five (65) degrees Thirty Five (35) minutes West along said Northerly line Three Hundred (300) feet; thence North parallel with said Quarter Section line One Hundred Eighty Five and Eight Tenths (185.8) feet; thence East at right angles to said Quarter Section line Five Hundred Twenty Four and Six Tenths (524.6) feet to the place of beginning, excepting that part deeded to the State of Illinois in Warranty Deed dated May 13, 1975 and recorded in the Recorder's Office June 10, 1975 in Record Book 633 as Document Number 769711, situated in the County of Rock Island and State of Illinois (*Milan – Blackhawk Bank, Parcel 57-D*).

BH-4715

Lot 1 of Cobblestone Commons, in the North Half, of the Northwest Quarter, of Section 19, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois.

BH-14-1-A

That part of the North Half of the Northwest Quarter of Section 19, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois, described as follows:

Commencing at the Southeast corner of said North Half of said Northwest Quarter; thence North 48.1 feet along the East line of said North Half to a point on the North right of way line of State Aid Route Number 32 (Also known as Airport Road), which is the point of beginning; go thence West along said northerly line for 330.0 feet; thence North and parallel to the east line of said NW ¼, for 1011.4 feet to the southerly right of way line of F.A.I. 280; thence Northeasterly along said right of way line for 329.6 feet to the east line of said NW ¼; thence South along said east line for 1019.0 feet to the point of beginning. Excepting there from the parts taken by IDOT for right of way.

BH-13-A & BH-3691

That part of the North Half of the Northwest Quarter of Section 19, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois, described as follows:

Commencing at the Southeast corner of said North Half of said Northwest Quarter; thence North 48.1 feet along the East line of said North Half to a point on the North right of way line of State Aid Route Number 32 (Also known as Airport Road); go thence West along said northerly line for 330.0 feet to the point of beginning; thence North parallel with the East line of said North half of said Northwest Quarter for 1230.5 feet to the southerly right of way line of F.A.I. 280; thence South 89 degrees 10 minutes West along said southerly line for 297 feet; thence South 1228.1 feet to the North right of way line of said State Aid Route Number 32; thence North 89 degrees 38 minutes East along the said North line for 297 feet to the point of beginning. Excepting there from the parts taken by IDOT for right of way.

ALSO INCLUDING that part of the North Half of the Northwest Quarter of Section 19, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois, described as follows:

Commencing at the Southwest corner of Lot 1 of C.M. Arnold Addition No. 2 as recorded in Plat Book 45, Page 10 in the Rock Island County Recorder's Office; thence on a platted bearing of North along the West line of said Lot 1 a distance of 156.6 feet to the point of beginning; thence North 89 degrees 18 minutes West a distance of 72.3 feet; thence North 00 degrees 41 minutes East a distance of 133.3 feet to the Southerly right of way line of F.A.I. Route 280; thence Easterly along said Southerly right of way on a curve to the right having a radius of 3,704.83 feet to the Northwest corner of said Lot 1; thence South to the point of beginning.

Those parts of Rock Island County, Illinois described as follows:

Commencing at the Easterly line of the city limits of East Moline and the intersection of the MidAmerican Energy Company's (MEC) 69kV electric transmission line utility easement in the NE ¼ of Sec. 28, T. 18N, R-1-E; Thence continuing in an Easterly direction including the Southerly three (3) feet of said easement, following said easement to the W line of MEC's electric substation site in Sec. 26, T. 18N, R-1-E; Thence continuing an Easterly direction through the substation site a width of three (3) feet to the intersection of said site with MEC's 345kV electric transmission line; Thence Easterly including the Southerly three (3) feet of said easement to a point E of I-80 in the SE ¼ of Sec. 23, T. 18N, R-1E; Thence Northeasterly including the Southeasterly three (3) feet of said easement to a point in the NE ¼ of Sec. 16, T. 18N, R-2-E; Thence Northerly including the Easterly three (3) feet of said easement to the intersection of said easement with the S line of the SW ¼ of Sec. 33 T. 20N, R-2-E; Thence continuing Northerly including the Easterly three (3) feet of tax parcels numbered 213-1, (Sec. 33), 167-2 (Sec. 28), 128-1 (SW ½ Sec. 21) and the Easterly three (3) feet of that portion of Tax Parcel 126-1 in the S ½ of the NW ¼ of Sec. 21; thence including all of tax parcels 126, 126-2, 126-3 and 125 in the N ½ of the NW ¼ of said Sec. 21; Thence the Southerly five hundred eighteen (518) feet of the SE ¼ of the SW ¼, Sec 16, all located in T. 20N, R-2-E, Cordova Township, Rock Island County, Illinois.

Commencing at the intersection of 13th Street East Moline and 17th Avenue heading in a Southeasterly direction to a point where 13th Street turns in a Southerly direction and following 13th Street until it intersects with the East 467' of the SE ¼ of the SE ¼ of Sec. 12, T. 17N, R-1-W, also including the following portions of Sec. 7, T-17N, R-1-E, the N ½ of the SE ¼, the S 1000' of the S ½ of the NE ¼, the N 750' of the NW ¼ of the SE ¼; the N ½ of the SW ¼; and the W 500' of the SW 1/2; and the SW ¼ of the NW ¼. For the purposes of this description the path described in 13th Street E M consist of three feet (3) down the centerline of the public street.

Commencing at the intersection of 192nd Avenue N. and parcel 125 in the N ½ of the NW ¼ of Section 21, T. 20 N, R-2-E in Cordova Township Rock Island County, Illinois. Heading westerly along 192nd Avenue N. to the intersection with Illinois Route 84, heading in a northeasterly direction along Illinois Route 84 to the point where Illinois Route 84 intersects with Parcel 16 in T. 20 N, R-2-E of the 4th PM. Only that portion of parcel 16 lying north of Illinois Route 84 along with parcels 27-2, 26, 23-1, 242-

3, 240 all lying within T. 20 N, R-2-E of the 4th PM. For the purposes of this description, the path described along 192nd Avenue N. and Illinois Route 84 consists of three (3) feet down the centerline of the public street.

Commencing at the centerline of US Route 6 and the easterly boundary of Parcel CV 12-1, lying in the northwest quarter of Section 22, T. 17 N, R-1-W, 4th PM; heading easterly in US Route 6 to US Route 150; heading southerly in US Rt. 150 to the Indian Bluff Road; heading in a south westerly direction in Indian Bluff Road to 68th Street; heading northerly in 68th Street to a parcel of land described as follows: Parcel 1) The westerly 1645 feet of the southerly 312.76 feet of the South ½ of Section 21, T.17 N, R-1-W of the 4th PM; Parcel 2) the Westerly 1645 feet of the northerly 437.24 feet of the North ½ of Section 28, T.17 N, R-1-W of the 4th PM; Parcel 3) The easterly 800 feet of the Southern 312.76 feet of the Southeast 1/4 of Section 20, T. 17 N, R-1-W of the 4th PM; and Parcel 4) The easterly 800 feet of the Northerly 437.24 feet of the Northeast 1/4 of Section 29, T. 17 N, R-1-W of the 4th PM; Additionally commencing again at the intersection of 68th Street and Indian Bluff Road heading westerly to a point on the easterly edge of Tax parcel 52-1 in Section 30, T.17 N, R-1W of the 4th PM.; commencing on the westerly edge of Tax parcel 52-1 and the intersection of Indian Bluff Road heading westerly in Indian Bluff Road to the easterly edge of Tax Parcel 57-2, inclusive of 57-F, 57, 21 and 18 in Section 30 T. 17N, R-1-W of the 4th PM and Section 19, T.17 N, R-1-W of the 4th PM and Tax Parcel 290-2, NE 1/4 Section 24, T.17 N, R-2-W of the 4th PM and; Tax Parcel 294 in SE 1/4 Section 24, T.17 N, R-2-W of the 4th PM. For the purposes of this description, the path described along US Route 6, US Route 150, Indian Bluff Road and 68th Street consist of three (3) feet down the centerline of the public highways.

(*Elliot Aviation/Deere Airport/Milan 2/2001*).

Part of Outlots 2 and 3 of Valley View Place, an addition situated in the Southeast Quarter of the Southwest Quarter of Section 16 and the Northeast Quarter of the Northwest Quarter of Section 21 all in Township 17 North, Range 1 West of the Fourth Principal Meridian being more particularly described as follows:

Commencing at the Northwest corner of the said Outlot 2, Thence 00 degrees 33 minutes 51 seconds West along the West line of said Outlot 2, a distance of 69.93 feet to a Point on the South Right-of-Way Line of 69th Avenue (F. A. Route 10/F.A.U. Route 5788); Thence South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 35.28 feet to the Point of Beginning; Thence continuing South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 257.25 feet; Thence South 56 degrees 53 minutes 02 seconds East along the said South Right-of-Way Line, a distance of 308.50 feet; Thence South 41 degrees 10 minutes 02 seconds West, a distance of 249.27 feet; Thence North 66 degrees 41 minutes 12 seconds West, a distance of 212.85 feet; Thence North 89 degrees 42 minutes 30 seconds West, a distance of 149.12 feet; Thence North 00 degrees 37 minutes 50 seconds East, a distance of 344.83 feet to the Point of Beginning, containing 3.027 acres more or less.

Basis of Bearings are to the West Line of said Outlot 2 South 00 degrees 33 minutes 51 seconds West to the Illinois State Plane Coordinate System, West Zone (NAD 83).

Tax Parcel 57-A and including all of said parcel, Section 30, T.17 N, R-1-W of the 4th PM, commencing on the westerly intersection of Tax Parcel 57-A in Indian Bluff Road (*Moline Welding February 2002*)

Part of the Northwest and Northeast Quarters of Section 19 and the Northwest Quarter of Section 20, Township 17 North, Range 1 West of the 4th Principal Meridian, Blackhawk Township, Rock Island County, Illinois, more particularly described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of Section 19; thence North 89 degrees 31 minutes 49 seconds West along the South Line of said Northwest Quarter, a distance of 15.17 feet to the Point of Beginning of a 3 foot wide tract of land (which centerline is) as follows: From the point of beginning South 89 degrees 31 minutes 49 seconds East along the South Line of said Northwest Quarter, a distance of 15.17 feet to the Southeast Corner of said Northwest Quarter; Thence North along the East Line of said Northwest Quarter to the Northeast Corner of the Southeast Quarter of said Northwest Quarter of Section 19; Thence East to the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 20; Thence North 00 degrees 21 minutes 35 seconds East, a distance of 30.00 feet to the North Right of Way Line of State Aid Route 32 (also known as 69th Avenue) and the end of the 3 foot wide tract. Beginning at a point where the 3 foot wide tract ends North 89 degrees 28 minutes 14 seconds West along said North Right of Way Line, a distance of 360.71 feet; Thence North 00 degrees 44 minutes 23 seconds East, a distance of 625.36 feet to the Southerly Right of Way Line of Federal Aid Route 138; Thence curving to the right a distance of 404.13 feet along the arc of a circle having a radius of 3740.24 feet, and having a chord bearing of North 61 degrees 34 minutes 13 seconds East and a chord distance of 403.93 feet to the West Line of Lot 1, Twilight Gardens Addition; Thence South 00 degrees 01 minutes 34 seconds West along said West Line, a distance of 438.46 feet to the Northwest Corner of Lot 10 Home Addition; Thence South 00 degrees 21 minutes 35 seconds West along the West Line of said Lot 10, a distance of 382.50 feet to the North Right of Way Line of State Aid Route 32 and the point of beginning. For the purpose of this description, the

North Right of Way Line of State Aid Route 32 is assumed to have a bearing of North 89 degrees 28 minutes 14 seconds West. The above-described 3 foot wide tract of land contains 0.37 acres and the parcel contains 5.975 acres to total 6.34 acres, more or less. (RI County 1/2005 Avis-Budget)

Part of the Southeast Quarter of Section 10 and the Southwest Quarter of Section 11, Township 18 North, Range 2 East of the 4th Principal Meridian, Zuma Township, Rock Island County, Illinois, more particularly described as follows:

A 3 foot wide tract with its centerline beginning at the intersection of the South Line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 18 North, Range 2 East, of the 4th P.M., with the East edge of the Mid-American Energy Easement; thence East along the South line of Sections 9 & 10 to the SW Corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 18 North, Range 2 East, of the 4th P.M.; thence continuing East a distance 420 feet on the South line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 10; thence N. 01°54'07" W. a distance of 50.25 feet and ending said 3 foot wide tract.

Beginning at the end of the 3 foot wide tract as the Point of Beginning, thence N. 01°54'07" W. a distance of 503.57 feet; thence N. 89°57'50" W. a distance of 420.0 feet; thence N. 01°37'58" W. a distance of 758.94 feet; thence S. 89°35'32" E. a distance of 1355.84 feet; thence N. 89°59'17" E. a distance of 1742.12 feet to the west row line of F.A. Route 403 (U.S. Route I-88); thence S. 51°52'080" W. a distance of 420.96 feet along the west row line; thence S. 45°02'49" W. a distance of 400.0 feet along the west row line; thence S. 57°34'32" W. a distance of 219.31 feet along the west row line; thence N. 88°18'28" W. a distance of 702.41 feet along the north row line for the NW Ramp; thence S. 60°34'24" W. a distance of 363.58 feet along the north row line for the NW Ramp; thence S. 19°01'26" W. a distance of 344.48 feet along the west row line for the NW Ramp; thence S. 46°28'13" W. a distance of 101.09 feet along the west row line for the NW Ramp where it intersects the north row line of Illinois Route 92; thence N. 89°57'50" W. a distance of 200.0 feet along the north row line; thence S. 81°54'21" W. a distance of 282.84 feet along the north row line; thence N. 89°57'50" W. a distance of 155.9 feet along the north row line back to the Point of Beginning, containing approximately 52.335 acres. (Rock Island County Joslin Travel Plaza, March 2006)

Part of the Northeast Quarter of Section 20, Township 17 North, Range 1 West of the 4th Principal Meridian, Blackhawk Township, Rock Island County, Illinois, more particularly described as follows:

Point of Beginning of a 3 foot wide tract, which centerline is as follows: Beginning at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 20; Thence East to the Southwest Corner of the Northwest Quarter of the Northeast Quarter of Section 20; Thence South approximately 10 feet along the West line of the Northeast Quarter of Section 20 to the Centerline of State Aid Route 32, also known as 69th Avenue; Thence 62.55 feet along said Centerline, and the arc of a circle curving to the left, said arc having a radius of 1,145.97 feet, a chord bearing of North 79 degrees 54 minutes 16 seconds East, and a chord distance of 62.54 feet; Thence North 78 degrees 20 minutes 27 seconds East along said Centerline, a distance of 188.45 feet; Thence South 11 degrees 39 minutes 33 seconds East, a distance of 40.00 feet to the South Right of Way Line of said State Aid Route 32 which is the end of the centerline of the 3 foot wide tract and the Point of Beginning.

Thence from the Point of Beginning North 78 degrees 20 minutes 27 seconds East along said North Right of Way Line, a distance of 105.65 feet; Thence 250.94 feet along said Right of Way Line, and the arc of a circle curving to the right, said arc having a radius of 1,106.00 feet, a chord bearing of North 84 degrees 50 minutes 27 seconds East, and a chord distance of 250.41 feet; Thence South 88 degrees 39 minutes 33 seconds East along said Right of Way Line, a distance of 198.62 feet; Thence South 23 degrees 41 minutes 22 seconds East, a distance of 850.66 feet; Thence North 88 degrees 35 minutes 02 seconds West, a distance of 898.73 feet; Thence North 00 degrees 25 minutes 10 seconds East along an extension of the East Line of F. Whiteside Addition to Rock Island County, Recorded in Book 46 Page 194 in the Rock Island County Recorder's office, a distance of 717.57 feet to the Point of Beginning, containing 12.666 acres, more or less. For the purpose of this description The West Line of the Northeast Quarter is assumed to bear South 00 degrees 06 minutes 55 seconds West. (Rock Island County – Deere Airport Hangar, February 2008)

A 3 foot wide tract with its centerline beginning at a point 420 feet East of the SW Corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 18 North, Range 2 East of the 4th Principal Meridian; thence running East along the South line of Sections 10 & 11 to the NE Corner of Section 14, Township 18 North, Range 2 East of the 4th Principal Meridian; thence S. 00°00'00" W. along the East line of said Section 14, 28.85 feet to the southerly right-of-way line of Illinois Route 92, and ending said 3 foot wide tract. A tract of land described as follows: Commencing at the NE Corner of Section 14, Township 18 North, Range 2 East of the 4th Principal Meridian; thence S. 00°00'00" W. along the East line of said Section 14, 28.85 feet to the southerly right-of-way line of Illinois Route 92 and the point of beginning; thence N. 88°23'09" W. along said right-of-way line, 23.0 feet; thence S. 00°00'00" W., 96.15 feet; thence N. 88°27'00" W., 45.0 feet; thence S. 00°00'00" W., 40.0 feet; thence N. 88°27'00" W., 218.0 feet; thence N. 00°00'00" E., 131.47 feet to the southerly right-of-way line of Illinois Route 92; thence N. 88°23'09" W. along said right-of-way line 9.8 feet; thence S. 01°36'51" W. along said right-of-way line 5.0 feet; thence N. 88°23'09" W. along said right-of-way line 241.03 feet; thence S. 01°48'11" W., 240.0 feet; thence N. 88°23'9" W., 6.84 feet; thence S. 01°48'11" W. to the southerly railroad right-of-way line; thence S. 41°46' W. along said railroad right-of-way line to its intersection with the West line of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 14; thence South along said West line to the North line of the SE $\frac{1}{4}$ of said Section 14; thence West along the North line of the SE $\frac{1}{4}$ and the North line of the SW $\frac{1}{4}$ to the NW Corner of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said

Section 14; thence South along the West line of the East ½ of the SW ¼ of Section 14, to the southerly railroad right-of-way line; thence S. 41°46' W. along said railroad right-of-way line to its intersection with the North line of Section 23; thence East along the North line of Section 23 to the NW Corner of the NE ¼ of the NW ¼ of Section 23; thence South to the SW Corner of the NE ¼ of the NW ¼ of Section 23; thence East along the South line of the NE ¼ of the NW ¼ and the South line of the NW ¼ of the NE ¼ of said Section 23, for 2003.81 feet; thence North to the South line of Section 14; thence East along said South line to the SE Corner of Section 14; thence North along the East line of Section 14 to the SW Corner of the NW ¼ of Section 13; thence East along the South line of the NW ¼ of Section 13 to the East line of the West ½ of the NW ¼ of Section 13; thence North along said East line, for 2186.0 feet; thence West, 570.0 feet; thence North, 29.0 feet; thence West, 100.0 feet; thence South, 23.7 feet; thence West, 50.0 feet; thence North, 23.7 feet; thence West, 125.0 feet; thence North, 150.0 feet to the southerly right-of-way of Illinois Route 92; thence West along said right-of-way line for approximately 30.0 feet; thence South, 150.0 feet; thence West, 176.5 feet to the southerly railroad right-of-way line; thence S. 41°46' W. along said right-of-way line to its intersection with the East line of Section 14; thence North along the East line of Section 14 to the point of beginning. Includes Permanent Index Numbers 1014200004, 1013100004, 1013100008, 1013100009, 1014400001, and 1014300002. (Rock Island County – Tyson, May 2014).

Quad City Proposed Enterprise Zone "Exhibit B"

