



MOLINE CITY COUNCIL AGENDA

Tuesday, February 24, 2015

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Schoonmaker

Roll Call

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		
Triebel		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes

Committee-of-the-Whole and Council meeting minutes of February 10, 2015 and January Financial Report.

Resolutions

1. Council Bill/Resolution 1016-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Walter D. Laud, Inc. for Project #1221, 2015 Pavement Patching Program, in the amount of \$1,183,790.55.

Explanation: Bids were opened and publicly read on January 27, 2015 for Project #1221 with the following results:

\$1,183,790.55	Walter D. Laud, Inc.
\$1,212,975.00	Centennial Contractors of the Quad Cities, Inc.
\$1,324,829.00	Treiber Construction Company, Inc.
\$1,495,752.00	Valley Construction Company

Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	1,000,000.00	828,790.55	510-9957-438.04-25
Water	230,000.00	230,000.00	310-1716-434.04-25
WPC	125,000.00	125,000.00	320-1840-433.04-20
Storm			330-1971-433.08-35
	\$1,355,000.00	\$1,183,790.55	

Public Notice/Recording: N/A

2. Council Bill/Resolution 1017-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Denler, Inc. for Project #1219, 2015 Joint and Crack Sealing Program, in the amount of \$62,200.00.

Explanation: Bids were opened and publicly read on January 27, 2015 for Project #1219 with the following results:

\$62,200.00	Denler, Inc.
\$66,200.00	NuCoat Sealing, LLC
\$68,400.00	River City Cutting & Coring
\$83,500.00	Walter D. Laud, Inc.

Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
CIP	75,000.00	62,200.00	510-9957-438.04-25
Water			310-1716-434.04-25
WPC			320-1840-433.08-30
Storm			330-1971-433.08-35
	\$75,000.00	\$62,200.00	

Public Notice/Recording: N/A

3. Council Bill/Resolution 1018-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Walter D. Laud, Inc. for Project #1222, 2015 Inlet & Catch Basin Replacement Program, in the amount of \$269,340.30.

Explanation: Bids were opened and publicly read on February 3, 2015 for Project #1222 with the following results:

\$269,340.30	Walter D. Laud, Inc.
\$289,396.00	Valley Construction Company
\$338,646.30	Centennial Contractors of the Quad Cities, Inc.
\$389,865.30	Langman Construction, Inc.

Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
CIP			510-9957-438.04-25
Water			310-1716-434.04-25
WPC			320-1840-433.04-20
Storm	225,000.00	269,340.30	330-1971-433.08-35
	\$225,000.00	\$269,340.30	

Public Notice/Recording: N/A

4. Council Bill/Resolution 1019-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Settle, Inc. for Project #1220, 2015 Seal Coat Program, in the amount of \$78,780.00.

Explanation: Bids were opened and publicly read on February 3, 2015 for Project #1220 with the following results:

\$78,780.00	Settle, Inc.
\$106,935.00	Brandt Construction Company

Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
CIP	75,000.00	78,780.00	510-9957-438.04-25
Water			310-1716-434.04-25
WPC			320-1840-433.04-20
Storm			330-1971-433.08-35
	\$75,000.00	\$78,780.00	

5. Council Bill/Resolution 1020-2015

A Resolution authorizing approval of a Reconciliation Change Order with Valley Construction Company for Project No. 1216, Water Main at 515 Valley View Drive, Moline, in the amount of \$11,042.38.

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$11,042.38. 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 \$32,888.00 by 33.6% to \$43,930.38.

Fiscal Impact: Funds are budgeted in account #310-1716-434.08-45

Public Notice/Recording: N/A

Omnibus Vote

Non - Consent Agenda

Resolutions

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

6. Council Bill/Resolution 1021-2015

A Resolution authorizing the Mayor and City Clerk to execute an Agreement with Quality Controlled Staffing for temporary and seasonal staffing services beginning March 1, 2015 through February 28, 2017.

Explanation: A request for proposals was published and Quality Controlled Staffing provided the proposal that was most advantageous to the City and in the City’s best interest. The agreed upon and mutually beneficial agreement fulfills temporary and seasonal staffing needs of City departments and also contains the insurance and liability coverage requested. The contract will be effective March 1, 2015 and run for two years with the option to renew thereafter. Additional documentation attached.

Fiscal Impact: Budgeted in various line items.

Public Notice/Recording: N/A

CB 1021		
Council Member	Aye	Nay
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Bender		
Zelnio		
Turner		
Mayor Raes		

First Reading Ordinances

7. Council Bill/General Ordinance 3004-2015

An Ordinance amending Chapter 22, “OFFENSES – MISCELLANEOUS,” of the Moline Code of Ordinances, by repealing Section 22-4100, “UNLAWFUL USE OF WEAPONS,” and Section 22-4103, “DISCHARGE OF WEAPONS,” in their entirety and enacting in lieu thereof new Sections 22-4100 and 22-4103 dealing with the same subject matter.

Explanation: Title 15, Section 5001, of the United States Code, contains a provision preempting local municipalities from prohibiting the sale of bb guns and other imitation guns, including paintball guns/paintball markers or pellet-firing air guns that expel a projectile; the exception to this provision is the sale of such guns to minors (18 years or younger). Adoption of this ordinance will amend the City’s weapons ordinance to follow the federal regulation and to clarify that it is unlawful to use or discharge weapons, other than police officers’ weapons and paintball guns/paintball markers, on public property and/or right-of-way within the City, and that it is unlawful to sell air guns to minors.

Fiscal Impact: N/A

Public Notice/Recording: N/A

8. Council Bill/Special Ordinance 4003-2015

A Special Ordinance authorizing the Mayor and City Clerk to execute a Second Amendment to and Restatement of the Development Agreement between the City of Moline and Moline Promenade Investors, LLC for the Quad Cities Multi-Modal Station and Element Hotel.

Explanation: The City entered into a Development Agreement with Moline Promenade Investors, LLC (“Developer”) for the Quad Cities Multi-Modal Station project in November 2013. The agreement provided, in part, that Developer would renovate the former O’Rourke Building into an extended stay hotel and retail and commercial outlets. Due to the inefficiencies and higher costs associated with renovating an old, existing warehouse building into an upscale extended stay hotel (versus new construction), the Developer has experienced higher construction costs to build the Element Hotel at the former O’Rourke Building. These costs amount to an additional \$2.6 million expense to the Developer to bring this hotel product online, now making this private financial investment questionable and creating a challenge for the City to open the passenger rail station without a hotel, restaurants and commercial retail in the facility. The total project cost has now risen to \$13.5 million due to these increased costs coupled with site and building preparation costs that were not budgeted at the time of the original agreement. In an effort to prevent the Developer from withdrawing from this project due to the economic unfeasibility of the hotel with these higher costs and opening the train station in an otherwise vacant building, City staff opened renegotiations to save this project. The amendment to the Development Agreement proposes a rebate maximum of \$1.925 million, which would be paid out over an estimated eleven years. This incentive represents 14.25% of total project costs. In return, the City will receive a renovated O’Rourke Building with a 95-room hotel, restaurants and commercial retail space to complement the train station, reimbursement of its \$1.3 million to originally acquire this site and other eligible costs, as well as new hotel-motel use tax revenues, and approximately \$60,000 annually in parking fee revenues. Without this incentive, it is unlikely from an economical perspective that the Element Hotel would be located in the O’Rourke Building. Additional documentation attached.

Fiscal Impact: Increased future tax revenues

Public Notice/Recording: A Memorandum of Agreement will be recorded by the Law Department

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)

City of Moline

January 2015
Financial Report

CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 01/31/2015

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$41,146,200	\$2,974,448	\$38,171,752
Expenditures	\$41,146,200	\$2,726,999	\$38,419,201
Difference	\$0	\$247,449	
GENERAL TRUST FUND			
Revenues	\$405,000	\$49,869	\$355,131
Expenditures	\$405,000	\$224	\$404,776
Difference	\$0	\$49,645	
SFOOR GRANT			
Revenues	\$88,200	\$0	\$88,200
Expenditures	\$88,200	\$152	\$88,048
Difference	\$0	(\$152)	
TOURISM FUND			
Revenues	\$52,950	\$0	\$52,950
Expenditures	\$52,950	\$0	\$52,950
Difference	\$0	\$0	
LEAD GRANT			
Revenues	\$750,695	\$0	\$750,695
Expenditures	\$750,695	\$18,712	\$731,983
Difference	\$0	(\$18,712)	
HOMEBUYER TRUST GRANT			
Revenues	\$107,845	\$0	\$107,845
Expenditures	\$107,845	\$329	\$107,516
Difference	\$0	(\$329)	
EMERGENCY REPAIR GRANT			
Revenues	\$98,300	\$0	\$98,300
Expenditures	\$98,300	\$34	\$98,266
Difference	\$0	(\$34)	
ABANDONED PROP PROGRAM			
Revenues	\$58,910	\$0	\$58,910
Expenditures	\$58,910	\$0	\$58,910
Difference	\$0	\$0	
NSP2 GRANT			
Revenues	\$120,370	\$87,286	\$33,084
Expenditures	\$120,370	\$685	\$119,685
Difference	\$0	\$86,601	
LIBRARY FUND			
Revenues	\$3,193,155	\$123,477	\$3,069,678
Expenditures	\$3,193,155	\$229,631	\$2,963,524
Difference	\$0	(\$106,154)	

	BUDGET	YTD ACTUAL	VARIANCE
PARK FUND			
Revenues	\$3,772,465	\$283,046	\$3,489,419
Expenditures	\$3,772,465	\$205,588	\$3,566,877
Difference	\$0	\$77,458	
MOTOR FUEL TAX FUND			
Revenues	\$2,482,830	\$109,500	\$2,373,330
Expenditures	\$2,482,830	\$0	\$2,482,830
Difference	\$0	\$109,500	
COMMUNITY DEVELOPMENT			
Revenues	\$674,400	\$157,488	\$516,912
Expenditures	\$674,400	\$36,314	\$638,086
Difference	\$0	\$121,174	
REVOLVING LOAN FUND			
Revenues	\$243,000	\$1,584	\$241,416
Expenditures	\$243,000	\$0	\$243,000
Difference	\$0	\$1,584	
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,243,025	\$239,035	\$3,003,990
Expenditures	\$3,243,025	\$24,735	\$3,218,290
Difference	\$0	\$214,300	
TAX INCREMENTAL FINANCING #2			
Revenues	\$239,975	\$5	\$239,970
Expenditures	\$239,975	\$0	\$239,975
Difference	\$0	\$5	
TAX INCREMENTAL FINANCING #3			
Revenues	\$52,785	\$197	\$52,588
Expenditures	\$52,785	\$32	\$52,753
Difference	\$0	\$165	
TAX INCREMENTAL FINANCING #4			
Revenues	\$199,205	\$10,801	\$188,404
Expenditures	\$199,205	\$0	\$199,205
Difference	\$0	\$10,801	
HOMEBUYER GRANT			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #5 KONE CENTRE			
Revenues	\$485,565	\$482,413	\$3,152
Expenditures	\$485,565	\$0	\$485,565
Difference	\$0	\$482,413	
TIF #6 MOLINE PL PHASE II			
Revenues	\$118,995	\$0	\$118,995
Expenditures	\$118,995	\$0	\$118,995
Difference	\$0	\$0	

	BUDGET	YTD ACTUAL	VARIANCE
TIF #7 BUSINESS PARK			
Revenues	\$4,139,475	\$0	\$4,139,475
Expenditures	\$4,139,475	\$0	\$4,139,475
Difference	\$0	\$0	
TIF #9 Route 150			
Revenues	\$1,205	\$0	\$1,205
Expenditures	\$1,205	\$0	\$1,205
Difference	\$0	\$0	
TIF #8 MALL AREA			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #10 Health Park			
Revenues	\$249,925	\$0	\$249,925
Expenditures	\$249,925	\$0	\$249,925
Difference	\$0	\$0	
SPECIAL SERVICE AREA #5			
Revenues	\$177,230	\$72,976	\$104,254
Expenditures	\$177,230	\$10,287	\$166,943
Difference	\$0	\$62,690	
SPECIAL SERVICE AREA #6			
Revenues	\$266,145	\$10,593	\$255,552
Expenditures	\$266,145	\$45,897	\$220,248
Difference	\$0	(\$35,304)	
TIF #11 MULTI MODAL			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #12 RIVERBEND COMMONS			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
WATER FUND			
Revenues	\$9,506,140	\$734,539	\$8,771,601
Expenditures	\$9,506,140	\$1,224,951	\$8,281,189
Difference	\$0	(\$490,411)	
WPC FUND			
Revenues	\$24,951,440	\$1,249,770	\$23,701,670
Expenditures	\$24,951,440	\$515,439	\$24,436,001
Difference	\$0	\$734,331	
STORMWATER UTILITY			
Revenues	\$1,130,370	\$94,029	\$1,036,341
Expenditures	\$1,130,370	\$18,486	\$1,111,884
Difference	\$0	\$75,543	

	BUDGET	YTD ACTUAL	VARIANCE
FIRE PENSION			
Revenues	\$6,336,850	\$151,353	\$6,185,497
Expenditures	\$6,336,850	\$0	\$6,336,850
Difference	\$0	\$151,353	
REHER ART GALLERY			
Revenues	\$48,765	\$0	\$48,765
Expenditures	\$48,765	\$0	\$48,765
Difference	\$0	\$0	
PERPETUAL CARE FUND			
Revenues	\$14,025	\$864	\$13,161
Expenditures	\$14,025	\$0	\$14,025
Difference	\$0	\$864	
PARK/CEMETERY GIFTS			
Revenues	\$32,000	\$19,225	\$12,775
Expenditures	\$32,000	\$0	\$32,000
Difference	\$0	\$19,225	
FOREIGN FIRE INS TAX			
Revenues	\$35,300	\$0	\$35,300
Expenditures	\$35,300	\$0	\$35,300
Difference	\$0	\$0	
POLICE PENSION			
Revenues	\$7,069,695	\$155,510	\$6,914,185
Expenditures	\$7,069,695	\$0	\$7,069,695
Difference	\$0	\$155,510	
LIBRARY TRUST			
Revenues	\$237,260	\$2,976	\$234,284
Expenditures	\$237,260	\$3,075	\$234,185
Difference	\$0	(\$99)	
HEALTH BENEFIT FUND			
Revenues	\$7,875,835	\$485,857	\$7,389,978
Expenditures	\$7,875,835	\$557,409	\$7,318,426
Difference	\$0	(\$71,552)	
OPEB RETIREMENT FUND			
Revenues	\$500,000	\$0	\$500,000
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$0	
INFORMATION TECHNOLOGY			
Revenues	\$1,139,390	\$77,720	\$1,061,670
Expenditures	\$1,139,390	\$30,713	\$1,108,677
Difference	\$0	\$47,007	
PUBLIC SAFETY EQUIPMENT			
Revenues	\$148,265	\$37,066	\$111,199
Expenditures	\$148,265	\$0	\$148,265
Difference	\$0	\$37,066	

	BUDGET	YTD ACTUAL	VARIANCE
LIABILITY FUND			
Revenues	\$3,838,085	\$836,137	\$3,001,948
Expenditures	\$3,838,085	\$400,873	\$3,437,212
Difference	\$0	\$435,264	
FLEET SERVICES			
Revenues	\$4,979,725	\$344,965	\$4,634,760
Expenditures	\$4,979,725	\$243,709	\$4,736,016
Difference	\$0	\$101,256	
SANITATION FUND			
Revenues	\$2,462,145	\$161,683	\$2,300,462
Expenditures	\$2,462,145	\$171,475	\$2,290,670
Difference	\$0	(\$9,792)	
DEBT. SERVICE FUND			
Revenues	\$3,088,450	\$1,288,250	\$1,800,200
Expenditures	\$3,088,450	\$1,288,250	\$1,800,200
Difference	\$0	\$0	
2007 ESCROW ACCOUNT			
Revenues	\$144,000	\$264,464	(\$120,464)
Expenditures	\$144,000	\$244,686	(\$100,686)
Difference	\$0	\$19,778	
CAPITAL IMPROVEMENT FUND			
Revenues	\$7,375,000	\$666,661	\$6,708,339
Expenditures	\$7,375,000	\$1,285,306	\$6,089,694
Difference	\$0	(\$618,644)	
VIDEO GAMING SPEC PROJ			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
* TOTALS			
Revenues	\$143,280,590	\$11,173,790	\$132,106,800
Expenditures	\$143,280,590	\$9,283,991	\$133,996,599
Difference	\$0	\$1,889,799	

**City of Moline
Major Revenue Projection
Summary Sheet
as of January 31, 2015**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$0	\$14,684,000	\$14,684,000	\$0	\$14,677,835	0.04%	\$14,684,000	0.00%
State Sales Tax	\$821,805	\$10,000,000	\$9,719,600	\$280,400	\$9,457,039	2.78%	\$9,719,600	2.88%
Water User Fees	\$674,526	\$8,427,115	\$8,427,115	\$0	\$7,735,554	8.94%	\$8,427,115	0.00%
Sewer User Fees	\$638,751	\$7,817,190	\$7,817,190	\$0	\$6,725,107	16.24%	\$7,817,190	0.00%
Home Rule Sales Tax	\$666,135	\$7,923,700	\$7,923,700	\$0	\$8,106,203	-2.25%	\$7,923,700	0.00%
Income Tax	\$209,059	\$4,200,000	\$4,200,000	\$0	\$4,142,981	1.38%	\$4,200,000	0.00%
Replacement Tax	\$359,728	\$2,525,535	\$2,525,535	\$0	\$2,389,920	5.67%	\$2,525,535	0.00%
Utility Taxes	\$333,725	\$3,096,280	\$3,096,280	\$0	\$3,014,491	2.71%	\$3,096,280	0.00%
Food/Liquor Tax	\$180,682	\$2,075,675	\$2,075,675	\$0	\$2,016,801	0.00%	\$2,075,675	0.00%
Telecommunication Tax	\$124,106	\$1,395,625	\$1,395,625	\$0	\$1,636,428	-14.72%	\$1,395,625	0.00%
Total	\$4,008,517	\$62,145,120	\$61,864,720	\$280,400	\$59,902,359	3.28%	\$61,864,720	0.45%

NOTE: State of Illinois is two months behind in remitting Income Tax payments.
Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10
Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10
Utility Tax increased from 3% to 5% as of 1/1/12

Council Bill/Resolution No. 1016-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Walter D. Laud, Inc. for Project #1221, 2015 Pavement Patching Program, in the amount of \$1,183,790.55.

WHEREAS, bids were publicly read on January 27, 2015; and

WHEREAS, bids were solicited with Walter D. Laud, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Walter D. Laud, Inc. for Project #1221, 2015 Pavement Patching Program, in the amount of \$1,183,790.55; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 24, 2015

Date

Passed: February 24, 2015

Approved: March 3, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **WALTER D. LAUD, INC.** of **P.O. BOX 88, EAST MOLINE, IL 61244**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE MILLION ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED NINETY AND 55/100 (\$1,183,790.55) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **#1221, 2015 PAVEMENT PATCHING PROGRAM** as set out in the plans and specifications.

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

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

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

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

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

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

EIGHTY THREE THOUSAND SEVEN HUNDRED NINETY AND 55/100 (\$1,183,790.55)

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

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

CONTRACTOR:

By: _____

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: January 27, 2015 11:00 a.m.

Project: 1221 - 2015 Pavement Patching Program

Centennial Contractors of the Treiber Construction Company, Inc.
Walter D. Laud, Inc. Quad Cities, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CLASS B PATCH, TYPE I	100	SQ YD	\$150.00	\$15,000.00	\$135.00	\$13,500.00	\$110.00	\$11,000.00
2	CLASS B PATCH, TYPE II	800	SQ YD	\$111.00	\$88,800.00	\$100.00	\$80,000.00	\$110.00	\$88,000.00
3	CLASS B PATCH, TYPE III	1200	SQ YD	\$107.00	\$128,400.00	\$90.00	\$108,000.00	\$100.00	\$120,000.00
4	CLASS B PATCH, TYPE IV	9000	SQ YD	\$70.50	\$634,500.00	\$73.50	\$661,500.00	\$85.00	\$765,000.00
5	CLASS B PATCH, TYPE I, W/ HMA	50	SQ YD	\$100.00	\$5,000.00	\$140.00	\$7,000.00	\$148.00	\$7,400.00
6	CLASS B PATCH, TYPE II, W/ HMA	150	SQ YD	\$115.00	\$17,250.00	\$105.00	\$15,750.00	\$130.00	\$19,500.00
7	CLASS B PATCH, TYPE III, W/ HMA	150	SQ YD	\$110.00	\$16,500.00	\$100.00	\$15,000.00	\$130.00	\$19,500.00
8	CLASS B PACTH, TYPE IV, W/ HMA	700	SQ YD	\$78.00	\$54,600.00	\$85.00	\$59,500.00	\$130.00	\$91,000.00
9	BRICK PAVEMENT PATCHING	450	SQ YD	\$90.00	\$40,500.00	\$80.00	\$36,000.00	\$78.00	\$35,100.00
10	SUPPLY NEW PAVERS	4000	EACH	\$0.10	\$400.00	\$0.50	\$2,000.00	\$0.01	\$40.00
11	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	600	SQ YD	\$1.00	\$600.00	\$1.00	\$600.00	\$1.00	\$600.00
12	AGGREGATE BASE COURSE, TY B, 6"	4500	SQ YD	\$9.00	\$40,500.00	\$7.00	\$31,500.00	\$7.00	\$31,500.00
13	AGGREGATE BASE COURSE, TY C, 6"	600	SQ YD	\$2.00	\$1,200.00	\$8.00	\$4,800.00	\$7.00	\$4,200.00
14	RR-1 AGGREGATE	50	CU YD	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$20.00	\$1,000.00
15	BARRIER CURB	60	FOOT	\$25.00	\$1,500.00	\$32.00	\$1,920.00	\$22.00	\$1,320.00
16	EPOXY COATED, DEFORMED BARS, 1/2"x18"	80	EACH	\$0.01	\$0.80	\$1.00	\$80.00	\$0.01	\$0.80
17	EPOXY COATED, DEFORMED BARS, 3/4"x18"	8300	EACH	\$0.01	\$83.00	\$2.00	\$16,600.00	\$0.01	\$83.00
18	EPOXY COATED BARS, 1"x18"	225	EACH	\$2.00	\$450.00	\$4.00	\$900.00	\$0.01	\$2.25
19	EPOXY COATED BARS, 1-1/4"x18"	75	EACH	\$0.01	\$0.75	\$5.00	\$375.00	\$0.01	\$0.75
20	EPOXY COATED BARS, 1-1/2"x18"	150	EACH	\$5.00	\$750.00	\$6.00	\$900.00	\$0.01	\$1.50
21	5 HOUR PCC	500	SQ YD	\$7.00	\$3,500.00	\$9.00	\$4,500.00	\$4.50	\$2,250.00
22	PCC DRIVEWAY REMOVAL AND REPLACEMENT	200	SQ YD	\$54.00	\$10,800.00	\$54.00	\$10,800.00	\$51.75	\$10,350.00
23	PCC SIDEWALK 4" REMOVAL AND REPLACEMENT	4000	SQ FT	\$4.75	\$19,000.00	\$5.50	\$22,000.00	\$5.00	\$20,000.00
24	INLET TO BE ADJUSTED	15	EACH	\$150.00	\$2,250.00	\$250.00	\$3,750.00	\$105.00	\$1,575.00
25	MANHOLE TO BE ADJUSTED	10	EACH	\$200.00	\$2,000.00	\$250.00	\$2,500.00	\$105.00	\$1,050.00
26	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID	40	EACH	\$400.00	\$16,000.00	\$550.00	\$22,000.00	\$375.00	\$15,000.00
27	CATCH BASIN TO BE ADJUSTED WITH NEW FRAME	10	EACH	\$400.00	\$4,000.00	\$550.00	\$5,500.00	\$500.00	\$5,000.00
	AND GRATE		----						
28	CURB REMOVAL	200	FOOT	\$10.00	\$2,000.00	\$10.00	\$2,000.00	\$10.00	\$2,000.00

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

29	CONCRETE CURB & GUTTER REMOVAL AND REPLACE	200	FOOT	\$28.00	\$5,600.00	\$31.00	\$6,200.00	\$22.00	\$4,400.00
30	INLET REMOVAL	6	EACH	\$1.00	\$6.00	\$50.00	\$300.00	\$1.00	\$6.00
31	CATCH BASIN SINGLE	2	EACH	\$1,300.00	\$2,600.00	\$1,500.00	\$3,000.00	\$1,850.00	\$3,700.00
32	CATCH BASIN DOUBLE	2	EACH	\$1,700.00	\$3,400.00	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00
33	DETECTABLE WARNINGS	200	SQ FT	\$85.00	\$17,000.00	\$30.00	\$6,000.00	\$35.00	\$7,000.00
34	HMA PATCH 3"	600	SQ YD	\$40.00	\$24,000.00	\$45.00	\$27,000.00	\$40.00	\$24,000.00
35	COLORED AND STAMPED PCC PAVEMENT 9"	200	SQ YD	\$87.00	\$17,400.00	\$125.00	\$25,000.00	\$107.00	\$21,400.00
36	COLORED AND STAMPED PCC SIDEWALK 4"	200	SQ FT	\$8.00	\$1,600.00	\$15.00	\$3,000.00	\$11.25	\$2,250.00
37	PCC SIDEWALK RAMP, 6"	800	SQ FT	\$7.00	\$5,600.00	\$10.00	\$8,000.00	\$7.50	\$6,000.00
	TOTAL				\$1,183,790.55		\$1,212,975.00		\$1,324,829.30

Valley Construction Company

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CLASS B PATCH, TYPE I	100	SQ YD	\$147.50	\$14,750.00		\$0.00		\$0.00
2	CLASS B PATCH, TYPE II	800	SQ YD	\$121.50	\$97,200.00		\$0.00		\$0.00
3	CLASS B PATCH, TYPE III	1200	SQ YD	\$105.50	\$126,600.00		\$0.00		\$0.00
4	CLASS B PATCH, TYPE IV	9000	SQ YD	\$90.00	\$810,000.00		\$0.00		\$0.00
5	CLASS B PATCH, TYPE I, W/ HMA	50	SQ YD	\$195.00	\$9,750.00		\$0.00		\$0.00
6	CLASS B PATCH, TYPE II, W/ HMA	150	SQ YD	\$190.00	\$28,500.00		\$0.00		\$0.00
7	CLASS B PATCH, TYPE III, W/ HMA	150	SQ YD	\$160.00	\$24,000.00		\$0.00		\$0.00
8	CLASS B PACTH, TYPE IV, W/ HMA	700	SQ YD	\$105.00	\$73,500.00		\$0.00		\$0.00
9	BRICK PAVEMENT PATCHING	450	SQ YD	\$90.00	\$40,500.00		\$0.00		\$0.00
10	SUPPLY NEW PAVERS	4000	EACH	\$0.50	\$2,000.00		\$0.00		\$0.00
11	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	600	SQ YD	\$1.50	\$900.00		\$0.00		\$0.00
12	AGGREGATE BASE COURSE, TY B, 6"	4500	SQ YD	\$8.50	\$38,250.00		\$0.00		\$0.00
13	AGGREGATE BASE COURSE, TY C, 6"	600	SQ YD	\$9.95	\$5,970.00		\$0.00		\$0.00
14	RR-1 AGGREGATE	50	CU YD	\$50.00	\$2,500.00		\$0.00		\$0.00
15	BARRIER CURB	60	FOOT	\$37.95	\$2,277.00		\$0.00		\$0.00
16	EPOXY COATED, DEFORMED BARS, 1/2"x18"	80	EACH	\$2.00	\$160.00		\$0.00		\$0.00
17	EPOXY COATED, DEFORMED BARS, 3/4"x18"	8300	EACH	\$2.00	\$16,600.00		\$0.00		\$0.00
18	EPOXY COATED BARS, 1"x18"	225	EACH	\$2.00	\$450.00		\$0.00		\$0.00
19	EPOXY COATED BARS, 1-1/4"x18"	75	EACH	\$2.00	\$150.00		\$0.00		\$0.00
20	EPOXY COATED BARS, 1-1/2"x18"	150	EACH	\$2.00	\$300.00		\$0.00		\$0.00
21	5 HOUR PCC	500	SQ YD	\$5.00	\$2,500.00		\$0.00		\$0.00
22	PCC DRIVEWAY REMOVAL AND REPLACEMENT	200	SQ YD	\$65.00	\$13,000.00		\$0.00		\$0.00
23	PCC SIDEWALK 4" REMOVAL AND REPLACEMENT	4000	SQ FT	\$7.95	\$31,800.00		\$0.00		\$0.00
24	INLET TO BE ADJUSTED	15	EACH	\$435.00	\$6,525.00		\$0.00		\$0.00
25	MANHOLE TO BE ADJUSTED	10	EACH	\$575.00	\$5,750.00		\$0.00		\$0.00
26	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID	40	EACH	\$875.00	\$35,000.00		\$0.00		\$0.00
27	CATCH BASIN TO BE ADJUSTED WITH NEW FRAME	10	EACH	\$775.00	\$7,750.00		\$0.00		\$0.00
	AND GRATE		----				\$0.00		\$0.00
28	CURB REMOVAL	200	FOOT	\$25.00	\$5,000.00		\$0.00		\$0.00
29	CONCRETE CURB & GUTTER REMOVAL AND REPLACE	200	FOOT	\$39.50	\$7,900.00		\$0.00		\$0.00
30	INLET REMOVAL	6	EACH	\$250.00	\$1,500.00		\$0.00		\$0.00

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

31	CATCH BASIN SINGLE	2	EACH	\$2,600.00	\$5,200.00		\$0.00		\$0.00
32	CATCH BASIN DOUBLE	2	EACH	\$2,750.00	\$5,500.00		\$0.00		\$0.00
33	DETECTABLE WARNINGS	200	SQ FT	\$35.00	\$7,000.00		\$0.00		\$0.00
34	HMA PATCH 3"	600	SQ YD	\$39.95	\$23,970.00		\$0.00		\$0.00
35	COLORED AND STAMPED PCC PAVEMENT 9"	200	SQ YD	\$145.00	\$29,000.00		\$0.00		\$0.00
36	COLORED AND STAMPED PCC SIDEWALK 4"	200	SQ FT	\$20.00	\$4,000.00		\$0.00		\$0.00
37	PCC SIDEWALK RAMP, 6"	800	SQ FT	\$12.50	\$10,000.00		\$0.00		\$0.00
	TOTAL				\$1,495,752.00		\$0.00		\$0.00

Council Bill/Resolution No. 1017-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Denler, Inc. for Project #1219, 2015 Joint and Crack Sealing Program, in the amount of \$62,200.00.

WHEREAS, bids were publicly read on January 27, 2015; and

WHEREAS, bids were solicited with Denler, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Denler, Inc. for Project #1219, 2015 Joint and Crack Sealing Program, in the amount of \$62,200.00; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 24, 2015

Date

Passed: February 24, 2015

Approved: March 3, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **DENLER, INC.** of **19148 S. 104TH AVENUE, MOKENA, IL 60448**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **SIXTY TWO THOUSAND TWO HUNDRED AND 00/100 (\$62,200.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **#1219, 2015 JOINT AND CRACK SEALING PROGRAM** as set out in the plans and specifications.

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

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

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

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

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **SIXTY TWO THOUSAND TWO HUNDRED AND 00/100 (\$62,200.00) DOLLARS** conditioned upon the faithful performance and

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

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: January 27, 2015 11:00 a.m.

Project: 1219 - 2015 Joint & Crack Sealing Program

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Denler, Inc.		NuCoat Sealing, LLC		River City Cutting & Coring	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Crack Routing	40000	LF	\$0.05	\$2,000.00	\$0.03	\$1,200.00	\$0.05	\$2,000.00
2	Crack Filing	40000	POUND	\$1.48	\$59,200.00	\$1.60	\$64,000.00	\$1.64	\$65,600.00
3	Traffic Control Complete	1	L.SUM	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00
	TOTAL				\$62,200.00		\$66,200.00		\$68,400.00

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Walter D. Laud, Inc.		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT				
1	Crack Routing	40000	LF	\$0.25	\$10,000.00		\$0.00		\$0.00
2	Crack Filing	40000	POUND	\$1.75	\$70,000.00		\$0.00		\$0.00
3	Traffic Control Complete	1	L.SUM	\$3,500.00	\$3,500.00		\$0.00		\$0.00
	TOTAL				\$83,500.00		\$0.00		\$0.00

Council Bill/Resolution No. 1018-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Walter D. Laud, Inc. for Project #1222, 2015 Inlet & Catch Basin Replacement Program, in the amount of \$269,340.30.

WHEREAS, bids were publicly read on February 3, 2015; and

WHEREAS, bids were solicited with Walter D. Laud, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Walter D. Laud, Inc. for Project #1222, 2015 Inlet & Catch Basin Replacement Program, in the amount of \$269,340.30; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 24, 2015

Date

Passed: February 24, 2015

Approved: March 3, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **WALTER D. LAUD, INC.** of **P.O. BOX 88, EAST MOLINE, IL 61244**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **TWO HUNDRED SIXTY NINE THOUSAND THREE HUNDRED FORTY AND 30/100 (\$269,340.30) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1222, 2015 INLET & CATCH BASIN REPLACEMENT PROGRAM** as set out in the plans and specifications.

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

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

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

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

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

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

THOUSAND THREE HUNDRED FORTY AND 30/100 (\$269,340.30) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 3, 2015 11:00 a.m.

Project: 1222 - 2015 Inlet & Catch Basin Replacement Program

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Walter D. Laud, Inc.		Valley Construction Company		Centennial Contractors of the Quad Cities, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ALLEY CATCH BASIN	2	EA	\$150.00	\$300.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
2	CATCH BASIN SINGLE	13	EA	\$2,800.00	\$36,400.00	\$3,500.00	\$45,500.00	\$3,100.00	\$40,300.00
3	CATCH BASIN DOUBLE	4	EA	\$2,700.00	\$10,800.00	\$4,000.00	\$16,000.00	\$3,600.00	\$14,400.00
4	CATCH BASIN TRIPLE	1	EA	\$500.00	\$500.00	\$6,000.00	\$6,000.00	\$3,600.00	\$3,600.00
5	EXTRA DEPTH CATCH BASIN SINGLE	10	LF	\$0.01	\$0.10	\$50.00	\$500.00	\$0.01	\$0.10
6	EXTRA DEPTH CATCH BASIN DOUBLE	10	LF	\$0.01	\$0.10	\$100.00	\$1,000.00	\$0.01	\$0.10
7	EXTRA DEPTH CATCH TRIPLE	10	LF	\$0.01	\$0.10	\$150.00	\$1,500.00	\$0.01	\$0.10
8	INLET TO BE REMOVED	26	EA	\$1,400.00	\$36,400.00	\$1,250.00	\$32,500.00	\$1,000.00	\$26,000.00
9	INLET TO BE ADJUSTED	11	EA	\$1,000.00	\$11,000.00	\$1,050.00	\$11,550.00	\$850.00	\$9,350.00
10	INLET TO BE ADJUSTED W/NEW FRAME AND GRATE	2	EA	\$1,400.00	\$2,800.00	\$1,600.00	\$3,200.00	\$1,250.00	\$2,500.00
11	INLET SPECIAL LID TO BE REPLACED	84	EA	\$1,845.00	\$154,980.00	\$1,680.00	\$141,120.00	\$2,600.00	\$218,400.00
12	CLASS B PATCH	45	SY	\$110.00	\$4,950.00	\$130.00	\$5,850.00	\$90.00	\$4,050.00
13	CLASS B PATCH WITH HMA SURFACE	10	SY	\$115.00	\$1,150.00	\$180.00	\$1,800.00	\$115.00	\$1,150.00
14	5 HOUR PCC	20	SY	\$5.00	\$100.00	\$7.00	\$140.00	\$5.00	\$100.00
15	PCC SIDEWALK, 4"	800	SF	\$4.00	\$3,200.00	\$8.00	\$6,400.00	\$7.00	\$5,600.00
16	PCC SIDEWALK, 6"	80	SF	\$5.00	\$400.00	\$8.75	\$700.00	\$10.00	\$800.00
17	EXPOSED AGGREGATE SIDEWALK SPECIAL	30	SF	\$4.00	\$120.00	\$14.00	\$420.00	\$10.00	\$300.00
18	SIDEWALK REMOVAL	400	SF	\$10.00	\$4,000.00	\$1.75	\$700.00	\$1.00	\$400.00
19	MANHOLE TO BE ADJUSTED	2	EA	\$200.00	\$400.00	\$560.00	\$1,120.00	\$300.00	\$600.00
20	TRAFFIC CONTROL COMPLETE	1	LS	\$100.00	\$100.00	\$6,200.00	\$6,200.00	\$5,000.00	\$5,000.00
21	CAST IRON DETECTABLE WARNING SURFACE	32	SF	\$20.00	\$640.00	\$28.00	\$896.00	\$28.00	\$896.00
22	HOT MIX ASPHALT SURFACE COURSE	10	TON	\$100.00	\$1,000.00	\$170.00	\$1,700.00	\$100.00	\$1,000.00
23	AGGREGATE BASE	20	CY	\$5.00	\$100.00	\$30.00	\$600.00	\$10.00	\$200.00
	TOTAL				\$269,340.30		\$289,396.00		\$338,646.30

Langman Construction, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ALLEY CATCH BASIN	2	EA	\$2,000.00	\$4,000.00		\$0.00		\$0.00
2	CATCH BASIN SINGLE	13	EA	\$3,500.00	\$45,500.00		\$0.00		\$0.00
3	CATCH BASIN DOUBLE	4	EA	\$3,500.00	\$14,000.00		\$0.00		\$0.00
4	CATCH BASIN TRIPLE	1	EA	\$3,500.00	\$3,500.00		\$0.00		\$0.00
5	EXTRA DEPTH CATCH BASIN SINGLE	10	LF	\$0.01	\$0.10		\$0.00		\$0.00
6	EXTRA DEPTH CATCH BASIN DOUBLE	10	LF	\$0.01	\$0.10		\$0.00		\$0.00
7	EXTRA DEPTH CATCH TRIPLE	10	LF	\$0.01	\$0.10		\$0.00		\$0.00
8	INLET TO BE REMOVED	26	EA	\$1,200.00	\$31,200.00		\$0.00		\$0.00
9	INLET TO BE ADJUSTED	11	EA	\$700.00	\$7,700.00		\$0.00		\$0.00
10	INLET TO BE ADJUSTED W/NEW FRAME AND GRATE	2	EA	\$1,150.00	\$2,300.00		\$0.00		\$0.00
11	INLET SPECIAL LID TO BE REPLACED	84	EA	\$3,000.00	\$252,000.00		\$0.00		\$0.00
12	CLASS B PATCH	45	SY	\$135.00	\$6,075.00		\$0.00		\$0.00
13	CLASS B PATCH WITH HMA SURFACE	10	SY	\$155.00	\$1,550.00		\$0.00		\$0.00
14	5 HOUR PCC	20	SY	\$10.00	\$200.00		\$0.00		\$0.00
15	PCC SIDEWALK, 4"	800	SF	\$7.50	\$6,000.00		\$0.00		\$0.00
16	PCC SIDEWALK, 6"	80	SF	\$8.00	\$640.00		\$0.00		\$0.00
17	EXPOSED AGGREGATE SIDEWALK SPECIAL	30	SF	\$10.00	\$300.00		\$0.00		\$0.00
18	SIDEWALK REMOVAL	400	SF	\$2.00	\$800.00		\$0.00		\$0.00
19	MANHOLE TO BE ADJUSTED	2	EA	\$350.00	\$700.00		\$0.00		\$0.00
20	TRAFFIC CONTROL COMPLETE	1	LS	\$10,000.00	\$10,000.00		\$0.00		\$0.00
21	CAST IRON DETECTABLE WARNING SURFACE	32	SF	\$25.00	\$800.00		\$0.00		\$0.00
22	HOT MIX ASPHALT SURFACE COURSE	10	TON	\$200.00	\$2,000.00		\$0.00		\$0.00
23	AGGREGATE BASE	20	CY	\$30.00	\$600.00		\$0.00		\$0.00
	TOTAL				\$389,865.30		\$0.00		\$0.00

Council Bill/Resolution No. 1019-2015
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Settle, Inc. for Project #1220, 2015 Seal Coat Program, in the amount of \$78,780.00.

WHEREAS, bids were publicly read on February 3, 2015; and

WHEREAS, bids were solicited with Settle, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Settle, Inc. for Project #1220, 2015 Seal Coat Program, in the amount of \$78,780.00; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 24, 2015
Date

Passed: February 24, 2015

Approved: March 3, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **SETTLE, INC.** of **425 S. DEVILS GLEN, BETTENDORF, IA 52722**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **SEVENTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY AND 00/100 (\$78,780.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1220, 2015 SEAL COAT PROGRAM** as set out in the plans and specifications.

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

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

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

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

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **SEVENTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY AND 00/100 (\$78,780.00) DOLLARS** conditioned upon the faithful

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

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 3, 2015 11:00 a.m.

Project: 1220 - 2015 Seal Coat Program

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Settle, Inc.		Brandt Construction Company		UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	Preparation of Base	10000	SY	\$2.15	\$21,500.00	\$4.25	\$42,500.00		\$0.00
2	Aggregate Base Repair (Hot-Mix Asphalt)	20	Ton	\$130.00	\$2,600.00	\$150.00	\$3,000.00		\$0.00
3	Aggregate Base Repair (CA-6)	20	Ton	\$24.00	\$480.00	\$40.50	\$810.00		\$0.00
4	Aggregate Base Repair (Asphalt Millings)	40	Ton	\$20.00	\$800.00	\$40.50	\$1,620.00		\$0.00
5	Aggregate Base Repair (2" Clean Stone)	20	Ton	\$28.00	\$560.00	\$56.00	\$1,120.00		\$0.00
6	Bituminous Materials (Prime Coat)	5500	Gal	\$3.41	\$18,755.00	\$3.00	\$16,500.00		\$0.00
7	Bituminous Materials (Cover and Seal Coat)	5500	Gal	\$3.41	\$18,755.00	\$3.00	\$16,500.00		\$0.00
8	Cover Coat Aggregate	230	Ton	\$30.50	\$7,015.00	\$50.00	\$11,500.00		\$0.00
9	Seal Coat Aggregate	230	Ton	\$30.50	\$7,015.00	\$50.00	\$11,500.00		\$0.00
10	Aggregate Surface Course	10	Ton	\$40.00	\$400.00	\$38.50	\$385.00		\$0.00
11	Traffic Control Complete	1	L.Sum	\$900.00	\$900.00	\$1,500.00	\$1,500.00		\$0.00
	TOTAL				\$78,780.00		\$106,935.00		\$0.00

Council Bill/Resolution No. 1020-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING approval of a Reconciliation Change Order with Valley Construction Company for Project No. 1216, Water Main at 515 Valley View Drive, Moline, in the amount of \$11,042.38.

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 \$11,042.38; 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 \$32,888.00 by 33.6% to \$43,930.38.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to authorize approval of a Reconciliation Change Order with Valley Construction Company for Project No. 1216, Water Main at 515 Valley View Drive, Moline, in the amount of \$11,042.38; 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

February 24, 2015
Date

Passed: February 24, 2015

Approved: March 3, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1216

Description: Water Main @ Valley View Drive

Contractor : Valley Construction

Date : 01/20/15

CONTRACT	
Original Contract	\$32,888.00
Changes To-Date	\$11,042.38
Adjusted Contract	\$43,930.38
% Change	33.6%

Change Order No. : 1 and FINAL

Sheet 1 of 1

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		WATER					
	1	Seeding, CL 3	0	LSUM	\$2,300.00		
	2	Tree Removal	0	LSUM	\$4,000.00		
	3	Check Dam	0	EACH	\$1,900.00		
	4	Water Main, D.I.P., CL 350, 8"	8.5	LF	\$422.00	\$3,587.00	
	5	45° Bend, D.I., M.J., 8"	0	EACH	\$380.00		
	6	Manhole to be Adjusted	0	EACH	\$2,100.00		
	7	Storm Sewer Removal, 15" CMP	7.5	LF	\$76.00	\$570.00	
	8	Metal End Section, 15"	0	EACH	\$400.00		
	9	Stone Dumped Rip Rap, Special	13.1	TONS	\$150.00	\$1,965.00	
	10	Traffic Control Complete	0	LSUM	\$2,900.00		
*	11	Install Water Valve	1	LSUM	\$2,917.39	\$2,917.39	
*	12	Extra Tree Removal	1	LSUM	\$652.05	\$652.05	
*	13	Haul and Place Fill	1	LSUM	\$1,350.94	\$1,350.94	
* Denotes new item added to contract					Totals	\$11,042.38	\$0.00
Previous Changes =					Total Changes To-Date =	\$11,042.38	Net Change
						\$11,042.38	

REASON FOR CHANGE

1-10 Adjustments to final quantities are based off of field measurements

*11-13 Extra Work in order to isolate existing water valve

CHANGE ORDER APPROVAL

Contractor: _____

Date: _____

Council Bill/Resolution No. 1021-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into an agreement with Quality Controlled Staffing, Inc. for temporary and seasonal staffing services beginning March 1, 2015 through February 28, 2017.

WHEREAS, City staff published a request for proposals for the provision of temporary and seasonal staffing services; and

WHEREAS, Quality Controlled Staffing, Inc. was the provider whose proposal was the most advantageous to the City and in the City's best interest; and

WHEREAS, the agreed upon and mutually beneficial agreement fulfills temporary and seasonal staffing needs of City departments and also contains the insurance and liability coverage requested.

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 Quality Controlled Staffing, Inc. for temporary and seasonal staffing services beginning March 1, 2015 through February 28, 2017; 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

February 24, 2015
Date

Passed: February 24, 2015

Approved: March 3, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Temporary Services Agreement

This Temporary Services Agreement (the "Agreement"), effective the 1st day of March, 2015 is entered into by and between City of Moline, an Illinois municipal corporation, with its principal place of business at 619 16th Street, Moline, IL 61265 ("City"), and Quality Controlled Staffing, Inc., a temporary employment service, with its headquarters at 2525 E. Kimberly Road, Suite 4, Bettendorf, IA 52722 ("Contractor").

1. SERVICES

- 1.1 Contractor agrees to provide temporary employee services by furnishing to City temporary service and seasonal workers ("Assigned Employees") with skills meeting the requirements specified by City. City agrees to pay for said services in accordance with this Agreement.
- 1.2 If an Assigned Employee fails to meet City's requirements for the services to be provided, and City notifies Contractor of its dissatisfaction during the first eight (8) hours of the assignment, Contractor shall immediately remove the employee from the assignment, and City shall not be required to make any payment to Contractor for the hours worked by such employee, up to a maximum of eight (8) hours. City reserves the right to ask for the removal of an employee at any time for any reason.

2. CITY'S RESPONSIBILITY TO ASSIGNED EMPLOYEES

- 2.1 City shall provide a safe work place and will instruct, assist and supervise Assigned Employees in performing the agreed upon duties and the work performed.
- 2.2 City shall provide any general or specific safety training necessary to perform the assignment, including safety information regarding exposures to any dangerous or hazardous substances. City shall ensure that Assigned Employees use any protective equipment necessary to perform the assignment safely. City will provide a suitable work environment for all Assigned Employees which shall comply with all applicable statutes and ordinances relating to the worksite including, but not limited to OSHA and the ADA.
- 2.3 City shall review all time records submitted by Assigned Employees for accuracy in a manner that is consistent with the payroll and billing procedures of Contractor. City will approve or decline the time records based on the accuracy of such records. City will retain copies of such records in accordance with all applicable state and federal laws.
- 2.4 City and Contractor agree that for the purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family Medical

- Leave Act and any similar state or local law, City and Contractor shall cooperate in compliance with any such requirements.
- 2.5 Nothing in this Agreement shall entitle Assigned Employees to any benefits or compensation from City. Assigned Employees are required to acknowledge in writing that they are not entitled to any benefits or compensation from City.
3. **CONTRACTOR'S RESPONSIBILITY TO ASSIGNED EMPLOYEES**
- 3.1 Assigned Employees are employees of Contractor and shall not be considered or treated as employees of City by the parties, except to such extent as may be required by applicable state and federal law. Contractor shall avoid actions that would make Assigned Employees common law employees of City or otherwise make City and Contractor co-employees of any Assigned Employee.
- 3.2 Contractor will perform an Employee Orientation prior to the commencement of the assignment for each Assigned Employee working on any work site for City. The orientation will ensure that all Assigned Employees are aware of and abide by, all applicable City Rules and Policies. City will provide examples of all Rules and Policies that are to be included in the Employee Orientation. It is the sole responsibility of Contractor to prepare for and conduct this orientation.
- 3.3 Contractor will pay Assigned Employees weekly for hours worked for City as submitted on timecards approved by City's authorized representative, in accordance with all applicable state and federal laws. The signature of City's authorized representative shall constitute verification that the time recorded is accurate.
- 3.4 Contractor shall report and pay the employer's share of applicable state taxes, federal taxes, workers' compensation, FICA, and federal unemployment insurance with respect to all compensation received by Assigned Employees and submit required tax withholdings. Contractor agrees to indemnify and hold harmless City against any liability for premiums, contributions or taxes payable under any workers' compensation, unemployment compensation, disability benefits, old age benefit or tax withholding laws for which City shall be finally adjudged liable as an employer with respect to any compensation that Contractor agreed to pay Assigned Employee for the performance of services pursuant to this Agreement.
- 3.5 Contractor will recruit, interview, select and hire Assigned Employees who, in Contractor's judgment, are qualified to perform the services required by City. Contractor understands that many of the positions needed by City require driving City vehicles and operating motorized equipment. Assigned Employees may only drive their own personal vehicle during business hours and for the use of conducting City business with express written permission by the City. However, under no circumstance is it acceptable for any Assigned Employee to drive their own personal vehicle during business hours and for the use of conducting City business without proper insurance. Additionally, Contractor understands that

many of these positions also require cash handling and some positions will serve alcohol. Assigned Employees working under either of those conditions will be required to go through the extra appropriate pre-employment testing and/or training required under this Agreement.

- 3.6 Contractor will conduct a criminal background check, drug screen, credit history check (cash handling positions), motor vehicle check (driving positions) and reference check for each Assigned Employee prior to beginning each assignment with City.

4. FEE FOR SERVICES

- 4.1 City shall pay Contractor a fee at an hourly bill rate for each hour worked by Assigned Employees as set forth in the time sheet approved by City's representative. Overtime hours worked will be paid in accordance with the multiple dictated by applicable federal and state law. Overtime hours worked by Assigned Employees will be billed to City based on the same straight-time bill rate. City shall pay, where required by law to do so, any federal, state, or local sales, use, excise, value added or other like tax on the services provided under this Agreement.

- 4.2 The hourly bill rates for the services provided under this Agreement may be adjusted by Contractor, if necessary, for federal and state mandated programs, adjustments in workers compensation insurance, the cost of interest on money and the unemployment rate. Cost adjustments will be presented on or before January 30th of each year.

- 4.3 Contractor shall submit invoices on a weekly basis to the designated supervisor within City. City shall pay all invoices as soon as administratively possible upon receipt, without offset or deduction. City shall promptly notify Contractor of any disputed or questioned item on an invoice, and the parties shall work together in good faith to resolve the issue; in the event it is determined that City is entitled to a credit, Contractor shall credit City in the next invoice for the appropriate amount. In the event that City fails to pay Contractor invoice when due, City shall pay all collection and/or litigation costs incurred by Contractor. City reserves the right to withhold payment of any outstanding invoices if a previously disputed invoice is not corrected within a reasonable timeframe. Additionally, City reserves the right to withhold payment of any outstanding invoices if any Assigned Employee receives a payroll check with non sufficient funds from Contractor until problems are resolved or if Contractor fails to pay Assigned Employee in a timely manner or if payments are returned to Assigned Employee with non sufficient funds.

5. TERM AND TERMINATION

- 5.1 The initial term of this Agreement shall commence on March 1, 2015 and shall continue through February 28, 2017. Thereafter, this Agreement shall be

automatically extended from year to year for up to five (5) full years unless and until either party terminates it as of an anniversary date by giving the other party written notice of such termination at least thirty (30) days prior to such anniversary date. Notwithstanding the foregoing, either party has the right, exercisable in its sole discretion at any time, to terminate this Agreement for its convenience, by giving the other party at least ninety (90) days written notice of such termination.

5.2 Each party has the right to terminate this Agreement immediately upon written notice to the other party, at any time, in the event of any material breach by the other party of its obligations under this Agreement; provided, however, that the allegedly breaching party shall be granted ten (10) days right to cure said breach.

6. RELATIONSHIP OF PARTIES

At all times during the term of this Agreement, Contractor shall be an independent contractor to City and employees assigned under this Agreement shall remain employees of Contractor and not of City and Contractor shall, indemnify and hold City harmless therefrom.

7. INSURANCE

Contractor will procure and maintain insurance during the entire term of this Agreement, and upon request shall provide City with certificates of such insurance, which at a minimum, cover the following risks:

- a) Commercial General Liability - \$1,000,000
- b) Workers' Compensation - Statutory Limits
- c) Employer's Liability - \$1,000,000
- d) Crime Policy with "Client Loss Extension" - \$1,000,000
- e) Depositors Forgery - \$100,000
- f) Umbrella Liability - \$5,000,000

The insurance certificates must include a waiver of subrogation in favor of the City.

It is agreed by and between the City and the Contractor that if the City allows Contractor's employees to operate vehicles and/or other motorized equipment owned by the City, the City will accept full responsibility for the equipment and cargo, as well as for any claims, other than claims covered by worker's compensation, which might arise as a result of any incident taking place while the City equipment is under the care and custody of Contractor's employee pursuant to his/her assignment.

It is understood the City's Automobile Liability insurance policies will be the primary insurance in the event of any claim rising, as stated above, and that the City's limits of liability are not less than \$250,000/\$500,000 Bodily Injury and \$100,000 Property Damage, with a \$10,000,000 Umbrella Policy. A certificate of insurance evidencing this coverage will be provided to Contractor prior to a Contractor's employee beginning such an assignment.

The City will hold Contractor, its agents and employees, harmless from any causes of action, costs or damages arising out of or attributable to the operation of vehicles and/or motorized equipment by employees of the Contractor.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Notwithstanding Paragraph 7 above, Contractor shall indemnify, defend, and hold harmless City, its affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney fees) and causes of action (hereinafter "Claims") for (i) injury to, or death of, any person, including without limitation the employees, agents, contractors, licensees, and invitees of Contractor, (ii) damage to, or destruction of, any property, whether owned by City or otherwise, or (iii) the failure of Contractor to comply with the provisions of this Agreement, but only to the extent such Claims are caused by or the result of the negligent, reckless, willful, wonton or intentional acts or omissions of Contractor, its officers, employees, agents, contractors, licensees or invitees in the performance of the services defined in this Agreement.

8.2 When claiming its right to indemnification, City shall promptly notify Contractor of the assertion of any claim covered by this Agreement so as Contractor shall have a reasonable time within which to notify its insurers of such claim and tender defense of the claim. Failure to so notify Contractor shall not relieve that party of its obligations hereunder except to the extent such failure actually and materially caused prejudice.

8.3 Neither party shall authorize any Assigned Employee to operate any motor vehicle, motorized equipment, automotive or truck equipment without signing a driver's release form supplied by Contractor and without having the proper pre-employment testing conducted and determining that Assigned Employee's actually possesses valid driver's license.

City will provide proper and customary safety awareness and training to any employees of Contractor operating vehicles and/or motorized equipment or performing related duties. City shall be solely responsible for, but not limited to, instruction and adherence of all D.O.T., state, and/or federal regulations pertaining to the operation of vehicles and/or motorized equipment or related duties.

8.4 City agrees not to entrust any Assigned Employee with cash, negotiable instruments or other negotiable personal property unless Contractor has provided such Assigned Employee for such purposes. City agrees that Contractor will not be

responsible for any claims covered by its Fidelity Bond unless such claims are reported in writing to Contractor, in accordance with the notice provisions set forth in this Agreement, within fifteen (15) working days of the discovery of the alleged wrongful act.

9. PAYMENTS FOR OTHER USE OF EMPLOYEES AND TERMINATION PROCESS

9.1 During the term of this Agreement and upon any termination of this Agreement, City agrees not to condone or assist in the transitioning, recruiting or enticing of Assigned Employees on assignment at City to transfer to any third party or alternate status, with the exceptions of an offer of full-time regular employee status at City or with permission of Contractor. City will not be held responsible if an Assigned Employee, whether referred or not, chooses, of their own free will and volition, to transfer or begin employment with another staffing agency. If City hires or uses the services of an Assigned Employee in any capacity other than an employee of Contractor, on Contractor's payroll, City shall pay Contractor an amount equal to what the City would have paid Contractor had such an Assigned Employee worked at the City through Contractor for 520 hours at Contractor's current rates, minus the amount City has already paid to Contractor for that Assigned Employee; unless otherwise limited by the Temporary and Day Laborers Act, found generally at 820 ILCS 175/40.

9.2 In the event of termination of this Agreement, each Assigned Employee will continue the assignment through the earlier of: (1) the period of time referenced on the current Contractor work order unless it is determined there is a failure to perform the job function required, or the assignment has legitimately terminated for other reasons or (2) the Assigned Employee accepts another assignment with Contractor.

10. NOTICES

Any notice required or permitted to be delivered by one party to another under or in connection with this Agreement shall be deemed sufficiently given after three (3) business days if sent by certified U.S. Mail, return receipt requested, or after one (1) business day if sent by nationally recognized overnight carrier to the attention of the individual(s) and at the address (as) indicated below:

If to Contractor, to: Robert Eckermann, President, 2525 E. Kimberly Road,
Suite 4, Bettendorf, IA 52422

With a copy to: Jason Bice, Account Manager, 2525 E. Kimberly Road, Suite
4, Bettendorf, IA 52422

If to City, to: City of Moline, Attn: Human Resources Manager, 619 16th
Street, Moline, IL 61265

With a copy to: City of Moline, Attn: City Attorney, 619 16th Street, Moline,
IL 61265

11. MISCELLANEOUS

- 11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may without the consent of the other party assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the party guarantee the Affiliate's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates. As used herein, "Affiliate" of a party shall mean any corporation or other business entity controlled by, controlling or under common control with, such party.
- 11.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. Any litigation concerning this Agreement must be brought in a court of competent jurisdiction in Rock Island County, Illinois.
- 11.3 Compliance with Laws. In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations of duly constituted governmental bodies.
- 11.4 Complete Understanding; Modification. This Agreement, together with all attachments, exhibits and addenda attached hereto, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

City of Moline, Illinois

Quality Controlled Staffing, Inc.

By: _____

By: _____

Printed Name: J. Scott Raes

Printed Name: Robert Eckermann

Title: Mayor

Title: President

Date: _____

Date: _____

Attest:

By: _____

Printed Name: Tracy A. Koranda

Title: City Clerk

Approved as to Form:

City Attorney

Exhibit A
Mark-Up Rates and Fees

Effective Date: March 1, 2015 through February 28, 2017, with an option to extend

A mark-up rate of 29% will be added to the pay rate of each temporary employee assigned to the City of Moline. Said mark-up rate will also include the following:

- National criminal background check
- Sex offender registry check
- Motor vehicle report (driving positions)
- Credit history check (money handling positions)
- Reference checks

Additional Fees Not Included in Mark-Up

- County criminal background check - \$16.50 per county per check
- 5-panel drug screen - \$27 per screen

Affordable Care Act

QCS has purchased a software program called the ACA dashboard that helps accurately track all employees. QCS will provide health insurance to any qualified seasonal employees working at the City of Moline (only if the employee agrees to accept the insurance policy). The employees cannot be charged more than **9.5%** of their annual gross wages for their insurance plan. QCS will include a monthly surcharge for the remaining cost of each employee's insurance policy. If the contract with the City of Moline is accepted, QCS will submit monthly reports pulled directly from the ACA dashboard to show the tracking of all City of Moline seasonal employees. If no seasonal employee accepts insurance, there will be no additional charge to the City of Moline.

****Please note that this plan has been put into place to accurately bill all clients fairly. Rather than increase rates across the board, we will only charge per qualified employee that accepts the plan.**

AN ORDINANCE

AMENDING Chapter 22, “OFFENSES – MISCELLANEOUS,” of the Moline Code of Ordinances, by repealing Section 22-4100, “UNLAWFUL USE OF WEAPONS,” and Section 22-4103, “DISCHARGE OF WEAPONS,” in their entirety and enacting in lieu thereof new Sections 22-4100 and 22-4103 dealing with the same subject matter.

WHEREAS, Title 15, Section 5001, of the United States Code, contains a provision preempting local municipalities from prohibiting the sale of bb guns and other imitation guns, including paintball guns/paintball markers or pellet-firing air guns that expel a projectile; the exception to this provision is the sale of such guns to minors (18 years or younger); and

WHEREAS, adoption of this ordinance will amend the City’s weapons ordinance to follow the federal regulation and to clarify that it is unlawful to use or discharge weapons, other than police officers’ weapons and paintball guns/paintball markers, on public property and/or right-of-way within the City, and that it is unlawful to sell air guns to minors.

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

Section 1 – That Chapter 22, “OFFENSES – MISCELLANEOUS,” of the Moline Code of Ordinances, is hereby amended by repealing Section 22-4100, “UNLAWFUL USE OF WEAPONS,” in its entirety and enacting in lieu thereof one new Section 22-4100, which shall read as follows:

“SEC. 22-4100. UNLAWFUL USE OF WEAPONS.

(a) A person commits the offense of unlawful use of weapons when said person knowingly possesses or carries any of the following items on public property or public right of way, including, but not limited to, streets, sidewalks, alleys, parks, and parkways:

- (1) an air gun, spring-loaded gun, bludgeon, blackjack, slungshot, slingshot, sand-club, sandbag, or throwing star;
- (2) metal knuckles or other knuckle weapon regardless of its composition;
- (3) a switchblade knife, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife;
- (4) a ballistic knife, which is a device that propels a knifelike blade as a projectile by means of a coil spring, elastic material or compressed gas;
- (5) a dagger, dirk, billy, spring gun, or any other dangerous or deadly weapon or instrument of like character;
- (6) a stun gun or taser, meaning 1) any device which is powered by electrical charging units, such as, batteries, and which fires one (1) or several barbs attached to a length of wire and which, upon hitting a human, can send out a current capable of disrupting the person’s nervous system in such a manner as to render him incapable of normal functioning, or 2) any device which is powered by electrical charging units, such as batteries, and which, upon contact with a human or clothing worn by a human, can send out current capable of disrupting the person’s nervous system in such a manner as to render him incapable of normal functioning;

- (7) a tear gas gun projector or bomb or any object containing noxious liquid gas or substance, other than an object containing a non-lethal noxious liquid gas or substance designed solely for personal defense carried by a person eighteen (18) years of age or older;
- (8) any weapon from which more than eight (8) shots or bullets may be discharged by a single function of the firing device;
- (9) a machine gun, which shall be defined for the purposes of this subsection as any weapon, which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one (1) shot without manually reloading by a single function of the trigger, including the frame or receiver of any such weapon;
- (10) any rifle having one (1) or more barrels less than sixteen (16) inches in length or a shotgun having one (1) or more barrels less than eighteen (18) inches in length or any weapon made from a rifle or shotgun, whether by alteration, modification, or otherwise, if such weapon as modified has an overall length of less than twenty-six (26) inches;
- (11) any bomb, bomb-shell, grenade, bottle or other container containing an explosive substance of over one-quarter (1/4) ounce for like purposes, such as, but not limited to, black powder bombs and Molotov cocktails or artillery projectiles.

(b) A person commits the offense of unlawful use of weapons when said person knowingly sells an air gun to a person under eighteen (18) years of age.

(c) A person commits the offense of unlawful use of weapons when said person knowingly carries or possesses any type of knife, razor blade or box cutter, other than those that are possessed or carried for use in furtherance of a school-sanctioned activity, in or on any school building or property, including buildings or property used for extracurricular activities, administration, or education.

(d) **Exceptions.**

- (1) The possession and transportation of paintball markers, also known as paintball guns, is allowed on public property and public right of way, as long as the following requirements are met:
 - (a) The paintball marker/gun is not loaded, and the hopper, which holds the paintballs, is removed from the paintball marker/gun;
 - (b) The barrel plug is in place;
 - (c) The propellant (i.e., CO₂, compressed air or other propellant) is removed from the paintball marker/gun;
 - (d) The paintball marker/gun, and any and all accessories, is enclosed in a carrying case or other storage device at all times except when being used at a City-approved facility specifically designed for paintball marker/gun use.
 - (e) If transporting the paintball marker/gun, the marker/gun and any and all accessories must be stored outside the passenger compartment (i.e., in the trunk) of any vehicle.

If any one of these requirements is not met, a person commits the offense of unlawful use of weapons, unless the paintball marker/gun is being used at a City-approved paintball facility for the purpose for which it is intended.

- (2) This section does not apply to police or public safety officers otherwise authorized to possess or carry weapons.
- (e) **Penalty.** Any person violating Section 22-4100, as a first offense, shall be subject to a mandatory fine of not less than one hundred dollars (\$100.00) plus court costs, nor more than seven hundred fifty dollars (\$750.00) plus court costs. Any person violating Section 22-4100, as a second offense, shall be subject to a mandatory fine of not less than two hundred dollars (\$200.00) plus

court costs, nor more than seven hundred fifty dollars (\$750.00) plus court costs. Any person violating Section 22-4100 as a third or subsequent offense, shall be subject to a mandatory fine of not less than three hundred dollars (\$300.00) plus court costs, nor more than seven hundred fifty dollars (\$750.00) plus court costs.”

Section 2 – That Chapter 22, “OFFENSES – MISCELLANEOUS,” of the Moline Code of Ordinances, is hereby amended by repealing Section 22-4103, “DISCHARGE OF WEAPONS,” in its entirety and enacting in lieu thereof one new Section 22-4103, which shall read as follows:

“SEC. 22-4103. DISCHARGE OF WEAPONS.

(a) It shall be unlawful for any person to discharge any firearm, bow and arrow, spring-loaded gun, sling, slingshot, air gun or any other weapons on public property or public right of way in the City.

(b) The provisions of subsection (a) shall not apply to the following:

- (1) To a peace officer in the performance of an official duty;
- (2) To law enforcement personnel and other individuals receiving training, practicing or in competition on a firearms range, either public or private, approved by the City Council.
- (3) To a person using a paintball marker, also known as a paintball gun, at a public field or facility specifically designed for holding paintball events and approved by the City.

(c) It shall be unlawful for any person to discharge any firearm, bow and arrow, spring-loaded gun, sling, slingshot, air gun or any other weapons on any private parcel of land or residence in such a manner that the pellet, paintball, dart, slingshot, BB shot, rock, missile, or other projectile may reasonably be expected to traverse any ground or space beyond the lot lines of such private parcel of land or in such a manner that persons or property may be endangered.

(d) **Penalty.** Any person violating this section as a first offense, shall be subject to a mandatory fine of not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs. Any person violating this section, as a second offense, shall be subject to a mandatory fine of not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs. Any person violating this section as a third or subsequent offense, shall be subject to a mandatory fine of not less than three hundred dollars (\$300.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs.”

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

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Second Amendment to and Restatement of Development Agreement between the City of Moline and Moline Promenade Investors, LLC for the Quad Cities Multi-Modal Station and Element Hotel.

WHEREAS, the City entered into a Development Agreement with Moline Promenade Investors, LLC (“Developer”) for the Quad Cities Multi-Modal Station project (“Project”) in November 2013; and

WHEREAS, the agreement provided, in part, that Developer would renovate the former O’Rourke Building into an extended stay hotel and retail and commercial outlets; and

WHEREAS, due to the inefficiencies and higher costs associated with renovating the existing warehouse building into an upscale extended stay hotel (versus new construction), the Developer has experienced higher construction costs of an additional Two Million Six Hundred Thousand Dollars (\$2,600,000) to build the Element Hotel at the former O’Rourke Building; and

WHEREAS, the increased costs coupled with site and building preparation costs not budgeted at the time of the original agreement bring the total Project cost to Thirteen Million Five Hundred Thousand Dollars (\$13,500,000); and

WHEREAS, in an effort to prevent the Developer from withdrawing from this Project due to the economic unfeasibility of the hotel and to prevent opening of the train station in an otherwise vacant building, City staff renegotiated with the Developer to ensure the viability of this Project; and

WHEREAS, for the private development to be financially feasible and for which the Private Project would not proceed without said assistance, City will convey the private portions of the O’Rourke Building to Developer and rebate to Developer for Tax Increment Financing (“TIF”) eligible expenses pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (“the Act”), as well as the City’s hotel-motel use tax up to One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000), which would be paid out over an estimated eleven years; this incentive represents 14.25% of total project costs; and

WHEREAS, in return, the City will receive a renovated O’Rourke Building with a 95-room hotel, restaurants and commercial retail space to complement the train station, and reimbursement of its eligible costs as defined by the Act through increment generated from the Project; and

WHEREAS, the City believes the Project fulfills the terms of the TIGER II Grant fund requirements and will carry out the Public Project in accordance with those requirements and will incentivize the Developer so that the Project is financially feasible; and

WHEREAS, the City believes the Project as set forth in the Amendment to and Restatement of Development Agreement is in the vital and best interests of City and its residents, and is in accord with its duty, authority, and the public purposes and conditions arising under applicable state and local laws and requirements; and

WHEREAS, this Second Amendment to and Restatement of Development Agreement will replace and supersede the Development Agreement and the First Amendment thereto.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Second Amendment to and Restatement of Development Agreement between the City of Moline and Moline Promenade Investors, LLC for the Quad Cities Multi-Modal Station and Element Hotel; provided, however, that said Second Amendment to and Restatement of Development Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

**SECOND AMENDMENT TO AND RESTATEMENT OF DEVELOPMENT
AGREEMENT**

**Between the
CITY OF MOLINE, ILLINOIS
and
MOLINE PROMENADE INVESTORS, LLC**

**FOR
THE QUAD CITIES MULTI-MODAL STATION**

THIS AGREEMENT (“Agreement”) made and entered into on this _____ day of _____, 2015, by and between the City of Moline, an Illinois Municipal Corporation (“City”), and Moline Promenade Investors, LLC, an Illinois limited liability company (“Developer”), collectively (“the Parties”).

RECITALS:

WHEREAS, in 2010, Illinois Governor Pat Quinn committed \$45 million in State Capital funds to implement Amtrak service from Chicago to the Quad Cities, and it was decided that the station serving the Quad Cities would be located in downtown Moline, Illinois; and

WHEREAS, the City of Moline, Illinois, received \$10 million in federal TIGER II grant funds, to be administered through MetroLINK, for the construction of the Multi-Modal Station (“MMS”) for Amtrak service and an additional \$6 million was allocated to the project through state and local contributions; and

WHEREAS, the O’Rourke Building, a six-story warehouse located on a 1.28 acre parcel at 12th Street and 4th Avenue, has been designated as the location for the MMS; and

WHEREAS, the first floor of the O’Rourke Building will be renovated, and portions of it will be reserved for transportation purposes; the remainder of the first floor and the upper floors will be renovated for private development by the Developer to include retail outlets on the first floor as well as an extended stay, limited service hotel on floors 2-6 and a three-to-four story addition on the East single-story building roof; and

WHEREAS, City and Developer seek to engage in a public-private partnership to add transportation related development to the site and to attract users to the site for transportation purposes as well as for other commercial and retail opportunities; and

WHEREAS, City and Developer executed a Development Agreement for the Quad Cities Multi-Modal Station on November 12, 2013 and executed the First Amendment to the Development Agreement effective June 17, 2014; and

WHEREAS, the Project has been refined and the scope has changed so that the City and Developer wish to replace the Development Agreement and the First Amendment thereto with

this Second Amendment to and Restatement of Development Agreement which will supersede all prior agreements between the Parties; and

WHEREAS, City will use federal and state grant funds to construct and renovate the transportation-related spaces in the MMS, including the access ways on first floor, the waiting area for Amtrak passengers, the office area/IT space for Amtrak, the roof, the skywalk across the train tracks, landscaping, streetscaping, public restrooms, one elevator and other building and site improvements deemed eligible per the applicable federal and state grant requirements; and

WHEREAS, Developer will use private funds to construct and develop the private development on portions of the basement, first floor and all upper floors of the O'Rourke Building for a total project cost of approximately Thirteen Million Five Hundred Thousand Dollars (\$13,500,000); and

WHEREAS, for the private development to be financially feasible, City will convey the private portions of the O'Rourke Building to Developer and the City will rebate to itself the property acquisition cost and other eligible expenses incurred in furtherance of this Development pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("the Act"); and

WHEREAS, for the private development to be financially feasible and for which the Private Project would not proceed without said assistance, City will rebate to Developer for Tax Increment Financing ("TIF") eligible expenses pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("the Act") as well as the City's hotel-motel use tax up to One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000.00)

WHEREAS, for City to grant said incentives, the Private Project (as hereinafter defined) must meet certain conditions, including, but not limited to, all property within the Private Project remaining property tax eligible through the year 2036, as set forth in this Agreement, along with other conditions; and

WHEREAS, City believes the Project (as hereinafter defined) to be located as set forth in Exhibit "A" and the fulfillment generally of the terms of this Agreement are in the vital and best interests of City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements; and

WHEREAS, City believes the Project fulfills the terms of the TIGER II Grant fund requirements and will carry out the Public Project in accordance with those requirements and will incentivize the Developer so that the Project is financially feasible.

NOW, THEREFORE, in consideration of the foregoing recitals, which are meant to be substantive and binding and not superfluous, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby stipulate, covenant, contract and agree as follows:

I. DEFINITIONS.

The Parties believe that certain definitions will help in determining the meaning and carrying out the terms and understandings of this Agreement, and therefore agree to the following definitions which shall have the meanings ascribed to them as set forth below:

Construction Budget: The budget that delineates what items will be constructed using private funds and what items will be constructed using public funds, whether State or Federal or otherwise, and what amounts are allocated for each line item. All items to be constructed using public funds will be subject to approval of the appropriate federal and state funding agencies. The Construction Budget is attached as Exhibit "D."

Construction Documents: Those documents in which the Design Development Documents are refined to include all detailed final working drawings and specifications.

Design Development Documents: A set of architectural drawings consistent with the approved Schematic Design Documents.

Development Agreement: This Agreement between the City of Moline, Illinois, and Moline Promenade Investors, LLC, and any amendments thereto.

Development Timetable: The comprehensive detailed construction schedule attached as Exhibit "G," to which the Parties shall use their best efforts to adhere, subject to Unavoidable Delays.

Private Project: The portion of the Project that will be funded entirely by private funds and constructed and developed by Developer for an extended stay hotel and for retail and commercial development. The Private Project consists of the development of condominium Units 1 and 3-8 as generally described in pages 3-10 of the Schematic Design Documents attached hereto as Exhibit "B" and defined herein below.

Private Project Property: The seven condominium units of the O'Rourke Building to be sold to Developer and developed as depicted in pages 3-10 of the Schematic Design Documents attached hereto as Exhibit "B." Condominium Unit 1 will be the extended stay hotel on part of first floor and all of the upper floors and Condominium Units 3-8 will be comprised of retail and commercial development on part of the basement level, first floor and rooftop, subject to the terms and conditions of the cell tower easement more particularly described in Section II.B.i below.

Project: The entire development of the MMS and site, including both the Public and Private Projects as defined herein.

Project Documents: The Schematic Design Documents, Design Development Documents and the Construction Documents, including any amendments and modifications thereto.

Project Property: That entire property which is the subject of this Agreement and which is legally described in Exhibit "A," attached hereto and by this reference incorporated herein as if set out at this point.

Public Project: The portion of the Project that will be funded from public sources including federal and state grants as well as City contributions (other than the TIF rebate being given to Developer) and that includes condominium Unit 2 as generally described in pages 3 and 4 of the Schematic Design Documents attached hereto as Exhibit "B," as well as the remainder of the site and that does not include condominium Units 1 and 3-8 of the O'Rourke Building.

Schematic Design Documents: Two drawings and written descriptions which establish the design concepts for the Project as set forth in Exhibit "B."

Unavoidable Delays: Act of God, casualties, war, embargo, riots, strikes, unavailability of materials (but not failure of a party to pay for such materials), litigation commenced by third persons (including litigation seeking to enjoin the ability of a party to act), and all other acts or omissions, causes or events which are with respect to a party beyond that party's control including, but not limited to, any delays caused by railroads servicing the Project, the Federal Transit Administration ("FTA"), the Illinois Department of Transportation ("IDOT") or any other governmental agency that exercises oversight and control over the Project.

II. SALE AND PURCHASE OF PROPERTY.

- A. City will cause the O'Rourke Building (situated on Lots 5, 6, and 7 of Block 15 and portion of Lot 8 upon which O'Rourke Building sits, if any) to be placed in a condominium regime pursuant to the Illinois Condominium Property Act, 765 ILCS 605/1 *et seq.*, generally comprised of nine (9) principal condominium units (with such separately designated sub-units as the Parties deem appropriate upon completion of Design Development Documents) as follows:
- i. Unit 1 – Hotel (comprised of lobby area on first floor and also all upper floors, including the three-to-four story addition on the East single-story building roof and a portion of the basement);
 - ii. Unit 2 – Train station and transportation-related area on first floor;
 - iii. Unit 3 – Commercial-retail space on first floor.
 - iv. Unit 4 – Commercial-retail space on first floor.
 - v. Unit 5 – Commercial-retail space on first floor.
 - vi. Unit 6 – Commercial-retail space on first floor.
 - vii. Unit 7 – Commercial-retail space on basement level Hotel and related uses.
 - viii. Unit 8 – Commercial-retail space on basement level.

The condominium regime shall be in a form and substance mutually acceptable to City and Developer. City shall retain ownership of Unit 2.

- B. City will convey to the Developer the Private Project Property (condominium Units 1 and 3-8 as generally described on Exhibit "B") for One Dollar.
- i. Said purchase shall be pursuant to a standard Rock Island County form purchase agreement with all costs and expenses paid as is customary in an ordinary purchase and sale of commercial real estate in Rock Island County, Illinois. The Private Project Property shall be conveyed and delivered to Developer from the City via a standard warranty deed, free and clear of all liens and encumbrances except those covenants, conditions, and easements that may be contained in the condominium declaration and the terms and conditions of that Memorandum of Easement and Lease Purchase Agreement between High Rent, L.L.C. (Landlord) and Telecom Lease Advisors, LLC (TLA) dated March 1, 2010, filed April 26, 2010 as Document No. 2010-09815, and Easement Agreement between High Rent L.L.C. (Owner) and Telecom Lease Advisors, LLC (grantee) dated March 1, 2010, filed April 26, 2010 as Document No. 2010-09814, the Special Warranty Deed between Telecom Lease Advisors, LLC (Grantor) and Crown Castle Towers 06-2 (Grantee) dated April 27, 2010 filed May 25, 2010 as Document No. 2010-12434, the Assignment and Assumption of Easement and Lease Purchase Agreement between Telecom Lease Advisors, LLC (Assignor) and Crown Castle Towers 06-2, LLC (Assignee) dated April 30, 2010, filed May 25, 2010 as Document 2010-12435. Seller shall deliver and pay the costs of an owner's title insurance policy for the Private Project Property conveyance to Developer. The Purchase Agreement for the Private Project Property is attached hereto and incorporated herein by reference as Exhibit "C".
- a. The conveyance of the Private Project Property shall occur no later than May 1, 2015. Should construction commence prior to conveyance of the Private Project Property, Developer shall indemnify and hold City harmless from any and all claims arising out of the construction and use of the Private Project Property by Developer or any third party under Developer's direction or control. Should the conveyance occur prior to completion of the public improvements, City shall indemnify and hold Developer harmless from any and all claims arising out of the construction and use of the Private Project Property by City or any third party under City's direction or control.
- ii. Condominium Units 1 and 3-8 will be conveyed to the Developer in "as is" condition, though the City will give Developer the "No Further Remediation" letter ("NFR Letter") from the Illinois Environmental Protection Agency that the City has obtained as to ground contamination prior to Developer taking title to the Property. City shall also remove all lead paint and asbestos from the property, except from windows and

window frames, and provide a qualified environmental engineer's certification of such removal to Developer. Although the Parties contemplate that the bulk of such remediation will be completed prior to Developer purchasing the property, it is understood that certain items, including, but not limited to, removal of lead paint and asbestos, may, according to agreement between City and Developer, be deferred and identified as items to be completed at City expense post-closing when necessary or appropriate to preserve project weather protection or to promote efficiency. This abatement work is being paid for by 80% TIGER II grant money and 20% State Capital grant money.

- iii. Developer shall allow for access by the City, or control in case of default, to the roof and exterior walls and any other part of the premises improved by TIGER or State funds as part of the Multi-Modal Station Project, as required by FTA or other pertinent State or Federal guidelines, regardless of whether these parts of the premises are considered to be part of condominium Units 1 or 3-8.
- iv. In the event that Developer fails to commence development or to develop the Private Project Property within the timelines set forth in this Agreement as extended by Unavoidable Delays or terminates this Agreement prior to the issuance of a Certificate of Occupancy, or in the event the Developer is found to be in default of this Agreement, based on at least sixty (60) days prior written notice of default and opportunity to cure from the City, with all applicable cure periods having expired subsequent to the conveyance of any of the parcels, then the Developer, at the request of the City, shall convey title to the Private Project Property back to the City, upon written demand to do so by the City. Should the City exercise its right to reverter after construction mortgage and other liens are placed on the Private Project Property, the City must satisfy or mutually settle all liens on the Private Project Property before reverter can occur.

- C. City will give right of first refusal to Developer for purchase of any adjoining property to Private Project Property that is owned by the City, under purchase contract by the City, or subject to a purchase option in favor of the City. Once notified of such property to which the right attaches, Developer must respond to City within 30 days of its intention to purchase said property and must close on the property within 90 days. If Developer fails to respond within 30 days, Developer's right to first refusal for that particular property shall be extinguished, and City may proceed with a sale of the property to a third party. If Developer exercises its right to purchase a property, it must make good faith efforts to close on the property within 90 days unless otherwise agreed to by the Parties. Any delay in the closing date caused solely by City shall toll the 90 day period. This right of first refusal shall expire on December 31, 2019.

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

- A. **Developer's Obligation to Obtain Debt and Equity Financing.** The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of Developer's discretion by not later than 120 days from execution of this Agreement. City will have no obligation to perform any action otherwise required herein until Developer provides the City with a letter demonstrating its ability to obtain equity financing and construction debt financing ("Comfort Letter") at the time of execution of this Agreement. The City will be obligated to perform its obligations hereunder for 120 days after execution of this Agreement upon receipt of the Comfort Letter. The City will not be obligated to perform any action required herein after the 120th day from execution of this Agreement unless Developer provides the City with evidence of its actual equity financing and construction debt financing commitment to complete the entire Private Project within 120 days of execution of this Agreement.
- B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual Private Project costs incurred, which have been certified to the City by the Developer. Failure to provide an independently verified accounting of Private Project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs IV.C and D. herein, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

IV. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth certain intentions, undertakings and contractual obligations and responsibilities of the City to Developer under this Agreement, subject to certain responsibilities of Developer as set forth in this Agreement (including, but not limited to, substantial compliance with the development timetable as extended by Unavoidable Delays set forth on Exhibit "G" attached hereto):

- A. Creation of a new TIF District. The City of Moline adopted Council Bill/General Ordinance No.3042-2013, which provided for the creation of a new TIF District for the Multi Modal Station Redevelopment Project Area. The City created the new TIF district to provide for financing of public parking for the Project as well as to provide reimbursement of eligible expenses from the Project incurred by the City for property acquisition and by Developer.
- B. Maximum TIF Payment. The City's total payment to Developer paid from the net incremental real estate tax generated by the Private Project under this section as well as any other rebate set forth herein shall not exceed One Million Nine

Hundred Twenty-Five Thousand Dollars (\$1,925,000.00) (“Maximum TIF Payment”) and shall not extend beyond December 31, 2036, which is the maximum length of the proposed TIF district.

The estimated total project cost for the Private Project is Thirteen Million Five Hundred Thousand Dollars (\$13,500,000.00). In no event shall the maximum total assistance to Developer from the City ever exceed One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000.00) distributed from the property tax or any other rebate (“Maximum TIF Payment”).

C. Property Tax Rebate. Subject to the qualifications and limitations contained in this Agreement and subject further to Developer paying the Guaranteed Minimum Property Tax Payment required herein when property taxes are due and payable, the City shall pay through its TIF Fund to Developer the net incremental annual real estate taxes as follows:

- 2016-2026_: Developer shall receive 50% of increment from the Private Project Property.
- 2027: Developer shall receive a rebate equal to the amount needed to reach the Maximum TIF Payment. However, the TIF District expires in 2036, it being understood that should the Maximum TIF Payment (which includes the amount rebated for hotel-motel taxes as set forth in Section F.) be paid prior to any of the dates listed on this schedule, then no additional amount will be due or owing from the City, but payments shall continue until the Maximum TIF Payment has been reached up to and including the year 2036. In no event will any payment be made after 2036.

The net incremental annual real estate taxes shall be used by the Developer only for eligible redevelopment costs under the Act (65 ILCS 5/11-74.4-3).

The base year for computation purposes of the net annual increment is agreed to be 2013, and the base Equalized Assessed Valuation (EAV) for the base year 2013 is \$0. The property tax rebate period will start with the first full year that the Private Project Property is assessed, which is estimated to be assessment year 2016 and payment year 2017. An illustrative example of the payments called for under this paragraph is shown in Exhibit “E” attached hereto and incorporated by reference herein, however these payment amounts are for example only and in no way constitute the payment schedule for the Maximum TIF Payment. The payment shall be from the incremental property tax generated solely by the Private Project Property and paid to the City’s TIF Account. The City shall remit the property tax rebate to the Developer within thirty (30) days after receipt of total annual payment into said City’s TIF Account from Rock Island County or within thirty (30) days after receipt by City of the Guaranteed Minimum Property Tax Payment.

The Parties agree that the figures shown in Exhibit "E" are for illustrative purposes, and the actual annual payments to be made in any given year may be more or less than the amount shown or may be \$0 depending upon the actual experience.

- D. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible costs (see Exhibit "H") incurred or incidental to the Private Project.
- E. Final Payment. Upon final payment to reach the Maximum TIF Payment or upon expiration of the TIF district, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- F. Hotel-Motel Use Tax Rebate. In addition to the Property Tax Rebate, City agrees to rebate to Developer a portion of the hotel-motel use tax revenues generated annually from the Hotel portion of the Private Project Property and paid to the City, until the Maximum TIF Payment is reached. The City's current hotel-motel tax rate is 7%. The City remits 25% of all hotel-motel use tax revenues from hotels and motels in the City to the Quad Cities Visitors and Convention Bureau ("QCCVB"). City agrees to rebate to Developer 50% of the remaining hotel-motel use tax revenues from the Hotel portion of the Private Project Property after the first 25% of the hotel-motel use tax revenues are subtracted from the total revenues for the Hotel and set aside for the QCCVB. While this rebate is not a property tax rebate, it is to be considered to be part of the total rebate amount to Developer, which is the Maximum TIF Payment or One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000.00).
- G. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- H. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- I. TIF Amendments. The Parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.
- J. Enterprise Zone Benefits. City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the

construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. City will cooperate and assist Developer in its application for all Enterprise Zone benefits, if any, but City does not warrant or assure or guarantee that any such benefits will be available to Developer.

- K. Incentives to Other Hotels. City agrees not to provide economic incentives to any new limited service hotel within the downtown area as defined by 12th Street on the west to 38th Street on the east and from 7th Avenue on the south to the Mississippi River, for a period of five years from the date of execution of this Agreement. Further, the City agrees not to provide incentives to any hotel developer within the downtown area until the hotel for this Project has been completed and open for a reasonable period of time, up to one year, to stabilize in the extended stay market. This paragraph does not apply to Enterprise Zone benefits that would be available to a new hotel Developer without any action by the City.
- L. Parking. City hereby grants to Developer the right to lease 100 parking spaces in the 12th Street Parking Lot to the west of the Hotel in condominium Unit 1. The west lot is owned by the City and will be improved using City funds and will be maintained by the City. Rent shall be at \$50 per space per month with a 2% annual increase for the first ten (10) years from the date the Certificate of Occupancy is issued for the Hotel and at then applicable market rates thereafter, but in no case shall rent be less than \$50 per space. City agrees to use reasonable efforts to have parking available by the time the Hotel is scheduled to be open.
- M. Permit Fees. Developer will be exempt from paying permit fees for the Private Project but shall pay for plan review and follow all existing building codes in effect at the time of execution of this Agreement.
- N. Timelines for Train Service. The City agrees to aid and assist Developer in enforcing timelines for funding of the public improvements, implementing train service, and completing construction by MetroLINK as administrator of the TIGER II grant. The Parties understand and acknowledge that neither the City nor MetroLINK have control over the start dates for train service or timing of receipt of the grant funds but that the City will work expeditiously to ensure these activities occur in a timely manner.
- O. Maintenance of Public Areas: The public areas of the property, being condominium Unit 2, are subject to an Intergovernmental Agreement between MetroLINK and the City whereby MetroLINK will operate such public areas. The City and Developer will enter into an agreement whereby City or its assigns will contract with Developer or its assigns to provide maintenance services for such public areas.

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

V. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. Upon the execution of this Agreement, the Developer shall complete the Private Project substantially in accordance with the plans and specifications for the Private Project, which plans and specifications must be approved by City prior to commencement of the Private Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Private Project, in accordance with all applicable rules, codes, regulations, ordinances and laws, including without limitation, the City's PMT/DBMT process and any Federal Transit Authority or other federal or state requirements that may apply to the Private Project. Further, Developer confirms that development, use of and construction on the Private Project Property, shall at all times comply with and be in accordance with this Agreement, Final Plat of Subdivision, Zoning Code, Subdivision Code and any special use granted in connection therewith, the Final Development Plan, the Landscape Plan, Elevations Plan, governing documents including any Homeowners or Condominium Association Documents, and all other requirements of law, it being understood that in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the City, as determined by the City Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.
- B. Project Elements. Developer agrees to complete the following Project Elements:
- i. Developer will build an approximate 95-room extended stay hotel on floors 2-6 and new three-to-four story addition on the east building roof of the O'Rourke Building using "Private Funds" (being defined as all sources of funding other than the existing federal TIGER II and State of Illinois Capital Assistance Funds grants). The hotel shall comprise Unit 1 and shall be built and finished in accordance with the Schematic Design Documents.
 - ii. Developer will finish out the retail or commercial outlets on the 1st floor and in the basement of O'Rourke Building, separate from common public

space for passenger rail service, using Private Funds. Developer will be solely responsible for leasing retail or commercial space and maintaining commercial or retail space. The retail or commercial outlets in the basement and on the 1st Floor shall comprise Units 5, 6, 7 and 8 and shall be built and finished in accordance with the Schematic Design documents. Developer shall complete a restaurant on the 1st Floor by the time the Hotel is completed. Developer shall use best efforts to lease, build out, and finish all other retail and commercial space. Until such time as the retail and commercial space is completed, Developer shall protect the retail and commercial outlets and keep them in a sightly condition. Developer may use exterior spaces outside of the O'Rourke Building for outdoor dining or other uses provided that Developer applies for and obtains a Licensing Agreement from the City for such uses.

- iii. Developer will split "Net Revenue" (defined as revenue after recovery by Developer of all Private Funds expended by Developer for build-out of space improvements over the condition at the time of completion of Public Project work amortized over the applicable lease terms, all operating expenses associated with the space, and a management fee of 5% of gross revenue) for the retail and/or commercial space on the first floor comprised of only Unit 5 and Unit 6 as follows: 75% to Developer and 25% to City. Revenue received by City will support operating and maintenance costs in Unit 2 and exterior spaces improved for transportation related use..
- iv. At all times during construction of the Private Project, Developer shall keep all routes used for construction traffic to be free and clear of mud, dirt, debris, obstructions and hazards and shall repair any damage to public property caused by such construction traffic.
- v. Developer will employ "green" technology to the extent reasonably and economically feasible in the renovation of the O'Rourke Building.
- vi. Developer warrants that it will be able to substantially meet a project timeline with commencement of construction during **June 2015** and to substantially complete construction defined by the City issuing a Certificate of Occupancy for the Private Project by **June 2016**, all subject to extensions for Unavoidable Delays and following the completion of all public improvements.

C. Code Compliance and Environmental Certification: Developer agrees to comply with all applicable building codes that are in effect as of the date of execution of this Agreement. Developer certifies that the Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinance. Developer also certifies that no utilities located on or in the Project shall be connected to the water, stormwater and sewer utilities belonging to the City

except in accordance with the applicable provisions of the City Code and upon payment of any connection fees required in the City Code.

- D. Assessed Valuation and Payment of Property Taxes. Payment of property taxes for the Private Project Property shall be the responsibility of Developer, and in lieu of agreeing not to challenge or contest the equalized assessed valuation of the Private Project Property, Developer has agreed to pay a minimum amount of property taxes each year during the term of this Agreement for the hotel, which is condominium Unit 1, before any rebates are given. Developer and the City have estimated the annual property taxes for the hotel to be at least One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00). In order to assure funding for responsibilities and covenants herein contained, Developer hereby covenants and agrees that it shall pay the City any deficiency in the annual property taxes in the event the annual property taxes for the hotel are less than One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) for Years 1-3 and One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in Years 4-10 (“Guaranteed Minimum Property Tax Payment”).
- i. Year 1 will be the first year that the hotel is assessed for the entire year after a certificate of occupancy has been issued. That is, Developer will not be required to make a Guaranteed Minimum Property Tax Payment in the year that the hotel is completed if the assessed value for that year does not encompass the entire year.
- E. Private Project Property Not to Be Tax Exempt: Developer acknowledges that the City cannot provide TIF incentives unless certain conditions are met, including but not limited to, owners or tenants of the Project, other than public tenants or users, being ad valorem real estate tax generating and taxpaying entities. It is understood and agreed by Developer that private tenants of the Project and Developer will not seek property tax exemption status during the duration of TIF #1 or any new TIF created for the Project. Further, Developer agrees that during the life of the TIF, as it relates to the Private Project Property, as defined within this Agreement, or later to be included in the Project, Developer:
- i. shall exercise due diligence in determining if any person or entity attempting to lease or purchase is claiming tax exempt status;
 - ii. shall incorporate into any and all future leases or sales agreements for or related to the Private Project Property the following clauses: for a lease, “Tenant agrees that during the term of this lease it shall not seek tax exempt status;” for a sales agreement, “Buyer agrees that at no time during the life of the TIF related to this property will it seek tax exempt status;”
 - iii. shall not claim tax exempt status itself for any of the private areas of the Private Project Property, so long as it maintains ownership of the Private Project Property in the Project; and

- iv. shall pay all property taxes for the Private Project when due and payable and in lieu of agreeing not to challenge or contest the equalized assessed valuation of the Private Project Property, Developer has agreed to pay a minimum amount of property taxes each year during the term of this Agreement.
- F. Developer To Meet Deadlines. Developer understands and agrees that the meeting of deadlines subject to Unavoidable Delays as set forth in Exhibit “G” is necessary, in order to meet the terms of this Agreement and make City incentives possible. Developer understands a failure to substantially meet said deadlines is a material breach of this Agreement, unless an extension has been agreed to in writing by City. Notwithstanding the foregoing, Developer’s development timeline shall be extended to the extent that the Public Portion timeline may be extended.
- G. Developer Not to Sell Until Project Completion. Notwithstanding Article XIV, Developer agrees that until the Certificate of Occupancy for the Private Project is issued by the City, Developer, may not, without the City’s consent (not to be unreasonably withheld): (i) enter into a merger, sale, transfer, conveyance, liquidation or consolidation that would have a materially adverse affect on the ability of the Developer to complete the Project; (ii) directly or indirectly sell or transfer (except for leases) all or substantially all of its assets; (iii) enter into any transaction outside the ordinary course of business that would materially and adversely affect the ability of the Developer to complete the Project; or (iv) assume or guarantee the obligations of any other person or entity that would materially and adversely affect the ability of Developer to complete the Project.

VI. OBLIGATIONS OF CITY AND DEVELOPER AS TO CONSTRUCTION.

The Parties understand and agree that the construction for this Project is complex given the private/public aspect. To delineate responsibilities, the Parties agree to the following overall guidelines for construction.

- A. MetroLINK and City will elicit bids, contract, and oversee construction of the public portions of the MMS, including the access ways on first floor, the waiting area for Amtrak passengers, the office area/IT space for Amtrak, the roof, the passenger rail platform, the skywalk across the train tracks, landscaping, streetscaping, public restrooms, parking and other public improvements as eligible under the TIGER and State grant funds and the core and shell of the entire O’Rourke Building.
- B. Developer will elicit bids, contract and oversee construction (as applicable) to finish commercial areas not included in public improvements undertaken by

MetroLINK and City in the basement and on the first (ground) floor of the O'Rourke Building using Private Funds.

- C. Developer will elicit bids, contract and oversee construction of the extended stay hotel to be built on floors 2-6 and new three-to-four story addition on the east building roof of O'Rourke Building using Private Funds.
- D. Streetscaping will be undertaken using State and Federal grant funds.
- E. The Parties agree to construct the Project in accordance with the conceptual drawings attached hereto and incorporated herein by reference as Exhibit "H".
- F. The Parties agree to adhere to the construction schedule attached hereto and incorporated herein by reference as Exhibit "G" unless the Project is delayed by Unavoidable Delays. Should such Unavoidable Delays occur, the Parties agree to implement a revised schedule that is mutually agreeable to the Parties.
- G. A special use permit shall be applied for by the Developer and City in order to develop the Project Property as it is greater than 50,000 square feet. City makes no representation as to whether the permit will be granted, but City agrees that City staff will recommend approval of the special use to Plan Commission as long as the application meets all requirements.
- H. City will provide on-street parking along the north and south right-of-way of 4th Avenue, subject to approval by the Illinois Department of Transportation.
- I. The Parties shall work in good faith and cooperatively to mutually agree to the final construction budget with the agreement that only eligible costs will be allocated TIGER II and State grant monies.
- J. City and Developer shall participate in the Design Build Management Team ("DBMT") process through Renew Moline. Parties shall also participate in weekly contractor/architect meetings prior to and during construction. Any design conflicts between or among the architects or contractors shall be resolved through the DBMT process.
 - i. A MMS Centre Design/Build Management Team ("MMSDBMT") has been organized to bring together local public and private interests to facilitate and oversee the development of the Project, including the Public Project, the Private Project and Public Improvements. The MMSDBMT shall consist of representatives of the following entities: City; Renew Moline; MetroLINK; and Developer; and others deemed necessary as listed on Exhibit "F". Representatives may be employees of or contractors to each entity. Each entity may replace its representative at any time, although all entities will use their best efforts to maintain consistency of

representation on the MMSDBMT throughout the duration of this Agreement.

ii. DESIGN DEVELOPMENT DOCUMENTS: The Schematic Design Documents, attached hereto and incorporated herein by reference as Exhibit "B", represent the agreed-upon intended development and shall serve as the baseline for the Design Development Documents. Upon the execution of this Agreement, and until the approval or comment by the MMSDBMT of the Design Development Documents, Developer will keep the MMSDBMT advised of proposed changes from the Schematic Design Documents. The MMSDBMT may also propose changes to the Schematic Design Documents. None of the parties may invoke a change from the Schematic Design Documents over the objection of another party. At a minimum, every seven (7) days until the MMSDBMT gives its final comments or approval with respect to the final Design Development Documents, Developer shall report to the MMSDBMT any proposed changes from the Schematic Design Documents developed by it and, if the MMSDBMT so requests in writing to the Developer, it shall supply to the MMSDBMT the design documents in process that relate to the proposed changes from the Schematic Design Documents. The MMSDBMT may at any time review design documents in process at Developer's place of business, and Developer will cooperate in any such reviews. The MMSDBMT agrees to advise the Developer, in writing, of any formal objections to the design documents in process, so as to facilitate a more efficient and effective completion of the Design Development Documents.

a. Developer, as the designing party, will provide to the MMSDBMT the proposed final Design Development Documents for the Private Project for review and comment on the final Project Design Development Documents by the MMSDBMT, as consistent with the Schematic Design Documents and any mutually approved changes thereto. In order to provide sufficient time to coordinate meeting schedules with all MMSDBMT members and other interested parties, Developer shall provide a seven (7) work day advance notice to the MMSDBMT of its intent to submit final Design Development Documents to the MMSDBMT.

b. The MMSDBMT shall review the proposed final Design Development Documents so submitted for conformance to the Schematic Design Documents within seven (7) work days of the date on which such materials are submitted by Developer. If the MMSDBMT finds the proposed Design Development Documents submitted are in conformance with the approved Schematic Design Documents and this Agreement and that all changes from the Schematic Design Documents have been completed, the MMSDBMT shall cause one copy of them to be executed by its appropriate official so indicating and to be returned to Developer

within such period. A second set shall be maintained on file with the MMSDBMT.

c. If the MMSDBMT finds that the materials submitted as to the Private Project are not in conformance with the Schematic Design Documents, and thus declines to approve them, it shall provide to Developer within such seven (7) work day period a signed letter indicating with reasonable specificity the areas in which the MMSDBMT believes there is nonconformance and shall also indicate such adjustments the MMSDBMT believes are necessary to make them conform to the Schematic Design Documents. Developer may then submit such revisions to the proposed Design Development Documents as it deems necessary to address the objections of the MMSDBMT (in which case the MMSDBMT must respond within seven (7) work days after receipt of such revisions in the manner indicated above). This process and requirements of timing shall continue until the Design Development Documents conform to the Schematic Design Documents and any mutually approved amendments thereto, except that after the initial submittal, Developer shall not be required to provide advance notice of additional submittals. Failure to prepare and submit Design Development Documents that conform to the Schematic Design Documents and any mutually approved amendments thereto shall be a default of this Agreement, provided that the MMSDBMT shall not unreasonably withhold its approval of Design Development Documents that substantially conform to the Schematic Design Documents. If the MMSDBMT fails to respond within any of the aforesaid seven (7) day periods, the proposed Design Development Documents so submitted shall be deemed approved and the MMSDBMT shall, upon request, execute a certificate of approval, but failure to receive the certificate shall not preclude a designing party from commencing preparation of the Construction Documents. Prior to action by the MMSDBMT on the Design Development Documents or changes to the Schematic Design Documents, some or all of the members of the MMSDBMT may review the plans and documents submitted by Developer with other area property owners and other interested parties and seek their comments, concerns and suggestions.

iii. CONSTRUCTION DOCUMENTS: The Design Development Documents shall serve as the baseline for the Construction Documents. From the completion of the Design Development Documents until the completion of the final Construction Documents, Developer will keep the MMSDBMT advised of all material changes from the Design Development Documents. The MMSDBMT may also propose changes from the Design Development Documents. The MMSDBMT may, at any time and at its own expense, review and copy the Construction Documents in process at the designing party's place of business and that designing party will cooperate in any such reviews. Prior to making application for a building

permit or undertaking any construction of the Private Project, Developer will provide to the MMSDBMT the proposed final Construction Documents. The MMSDBMT shall review the proposed final Construction Documents so submitted for conformance to the Design Development Documents following the same procedures and time frames prescribed above for the review and approval of the Design Development Documents.

iv. **CONSTRUCTION PROCEDURES:** The MMSDBMT shall have the ongoing right, at its expense, to inspect the Private Project during construction for compliance with the Construction Documents, and all shall cooperate with such inspection.

a. Developer will substantially comply with the respective safety programs of the MMSDBMT participants and uniformly implement such programs with regard to the Private Project.

b. During the course of construction, Developer will grant to the City and any public utility company, as may be appropriate, the right to enter the Private Project site at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within and upon the Private Project site. The parties, in coming upon the Private Project site, will not unreasonably interfere with the progress of construction as a result of such inspection. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

VII. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of TIF Eligible Redevelopment Project Costs pursuant to Section 5/11-74.4-3 (q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by City. The City further represents to Developer that it has fully complied with and satisfied the requirements of the TIF Act pertaining to the establishment of the TIF District referenced herein and in entering into this Agreement. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of City pursuant to its legal power and authority to do so. When executed and delivered by the City to Developer, all such agreements shall constitute a legal, valid, and binding obligation of City, enforceable in accordance with the terms of all such agreements.

VIII. WARRANTIES OF THE DEVELOPER.

A. Developer represents and warrants to City that Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois and that all proceedings of Developer necessary to authorize the

negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

- B. Developer represents and warrants to City that this Agreement has been duly authorized, executed, and delivered by Developer, and will be enforceable against Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.
- C. Developer represents and warrants to City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which Developer may be a party or to which Developer may be subject, or any applicable federal or state law or municipal ordinance.

IX. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (“ADA”).

The Parties agree to meet all ADA accessibility requirements for the Project. Developer shall be responsible for ADA compliance for the Private Project and the City shall be responsible for ADA compliance for the Public Project. Notwithstanding the foregoing, City shall be responsible for provision of one elevator to be paid with TIGER finds, which will provide access to all floors of the Project.

X. COMPLIANCE WITH STATE HISTORIC PRESERVATION OFFICE (“SHPO”).

The Parties agree to meet all of the requirements of the State Historic Preservation Office. Developer shall be responsible for SHPO compliance for the Private Project and the City shall be responsible for SHPO compliance for the Public Project.

XI. FEDERAL TRANSIT AUTHORITY (“FTA”) APPROVAL.

The Parties acknowledge and agree that this Agreement is subject to FTA review and approval. Rejection of this Agreement by the FTA renders this Agreement null and void unless amended by the agreement of the Parties to FTA’s satisfaction. Parties agree to negotiate in good faith to amend this Agreement in the event that it does not meet FTA approval. Should FTA fail to approve this Agreement within 90 days of submittal, either party may declare the Agreement null and void. In the event that public monies are not allocated or approved for Project wide improvements as budgeted herein, the Parties agree to negotiate alternative public funding sources for such improvements. The Public Project will abide by all applicable Federal requirements for all Public Project activities, including all work expending Federal, State and City funds to the Public Project.

XII. INDEMNIFICATION.

- A. Developer shall indemnify and hold harmless City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly:
- i. from the failure of Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by Developer) to timely pay any contractor, subcontractor, laborer or material man; and
 - ii. from any default or breach of the terms of this Agreement by Developer; and
 - iii. from any claim arising out of Developer's work and areas of responsibility on the Project during the construction period; and
 - iv. from any negligence or reckless or willful or wanton misconduct of Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by Developer); and
 - v. from any claims arising from or related to condominium Units 1 and 3 after the Project is completed.

Developer shall, at Developer's sole cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials or employees in any such action, Developer shall, at Developer's sole expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of City or any of its officers, agents, employees or contractors.

- B. City shall indemnify and hold harmless Developer, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly:
- i. from the failure of City or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by City) to timely pay any contractor, subcontractor, laborer or material man; and
 - ii. from any default or breach of the terms of this Agreement by City; and

- iii. from any claim arising out of City's work and areas of responsibility on the Project during the construction period; and
- iv. from any negligence or reckless or willful or wanton misconduct of City or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by City); and
- v. from any claims arising from or related to condominium Unit 2 after the Project is completed.

City shall, at City's sole cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against Developer, its agents, officers, officials or employees in any such action, City shall, at City's sole expense, satisfy and discharge the same. This paragraph shall not apply, and City shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of Developer or any of its officers, agents, employees or contractors.

- C. Developer or its assigns shall indemnify and hold City harmless from any and all claims and liabilities arising out of Developer's or assigns' plan and implementation of plan to obtain Historic Tax Credits for the rehabilitation work to the O'Rourke Building. City agrees to cooperate with and support, to a reasonable extent, Developer's seeking Historic Tax Credits for the project.

XIII. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between Developer and City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the Parties hereto or a memorandum thereof and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof may be recorded and may be modified only by written amendment signed by Developer and City.

XIV. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of Developer to affiliated entities. Other assignments may be made only with the prior written consent of City (which consent shall not unreasonably be withheld). If a request for consent is not denied in writing on or before thirty days (30) after written request, such consent shall be deemed given.

XV. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

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

XVI. DEFAULT.

The following shall be considered a "Default" under this Agreement and subject to the notice requirements and remedies set forth in Section XVII. of this Agreement:

- A. A material breach of this Agreement by either City or Developer.
- B. A material breach of any term or condition of the purchase agreement for the purchase and sale of the Private Project Property by either City or Developer.
- C. The Developer ceases to be permitted to do business in good standing in Illinois by the Secretary of State or other regulatory agency of the Illinois government for a period of ninety (90) days or more.

XVII. NOTICE OF DEFAULT AND REMEDIES UPON DEFAULT.

- A. If, in City's reasonable judgment, Developer is in material Default of this Agreement, City shall provide Developer with a written statement indicating in adequate detail any failure on Developer's part to fulfill its obligations under this Agreement. Except and only as required to protect against further damages, City may not exercise any remedies against Developer in connection with such Default until thirty (30) days after giving such written notice. If such Default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as Developer diligently proceeds with such cure. If such Default is substantially cured within such extended period, the Default shall not be deemed to constitute a breach of this Agreement. A Default not substantially cured as provided above shall constitute a breach of this Agreement. Any failure or delay by City in asserting any of its rights or remedies as to any Default or alleged Default or breach shall not operate as a waiver of any such Default or breach or of any rights or remedies it may have as a result of such Default or breach.
- B. If Developer materially fails to fulfill its obligations under this Agreement (including without limitation any incorporated agreements) after notice is given by City and any cure periods described in Paragraph A above have expired, City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Developer insolvent or unable to pay Developer's debts, or Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Developer or for the major part of the Developer's property, City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or

without entry or other action by City, to forthwith terminate this Agreement. To effect City's termination of this Agreement under this Section XVII.B., City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XVII.B., in which event this Agreement by virtue of the recording of such certificate, shall become null and void and of no further force and effect.

- C. If, in Developer's reasonable judgment, City is in material Default of this Agreement, the Developer shall provide City with a written statement indicating in adequate detail any failure on City's part to fulfill its obligations under this Agreement. Except and only as required to protect against further damages, Developer may not exercise any remedies against City in connection with such failure until thirty (30) days after giving such written notice. If such Default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as City diligently proceeds with such cure. If such Default is substantially cured within such extended period, the Default shall not be deemed to constitute a breach of this Agreement. A Default not substantially cured as provided above shall constitute a breach of this Agreement. Any failure or delay by Developer in asserting any right or remedy as to any Default or any alleged Default or breach shall not operate as a waiver of any such Default or breach or of any rights or remedies it may have as a result of such Default or breach.
- D. If City materially fails to fulfill its obligations under this Agreement (including without limitation any incorporated agreements) after notice is given by Developer and any cure periods described in Paragraph C above have expired, Developer may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against City, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or City makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for City or for the major part of the City's property, Developer may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by Developer, to forthwith terminate this Agreement. To effect Developer's termination of this Agreement under this Section XVII.D., Developer's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default stating that this Agreement is terminated pursuant to the provisions of this Section XVII.D., in which event this Agreement by virtue of the recording of such certificate, shall become null and void and of no further force and effect.

- E. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any Default, or to obtain any other remedy or seek any type of damages, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
- F. The rights and remedies of the Parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.
- G. Any and all remedies available to the City and Developer under the purchase agreement for the purchase and sale of the Private Project Property, shall be available and enforceable at the election of City or Developer herein, and this Agreement shall not limit but only expand said remedies available to City and Developer under such agreement.

XVIII. NON-DISCRIMINATION.

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

XIX. NOTICES.

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when (a) hand delivered to the party to whom the notice is addressed; (b) mailed by certified mail, return receipt requested, United States mail, postage prepaid; or (c) delivered by overnight courier delivery service (i.e. Federal Express, UPS, etc.) and addressed to the party at the address shown as follows:

If to Developer:

Moline Promenade Investors LLC
 Attn: Mahesh Amin, Member
 1415 River Drive
 Moline, IL 61265

If to the City:

City of Moline
 619 16th Street
 Moline, IL 61265
 Attn: City Administrator and City Clerk

With a copy to:
Lane & Waterman LLP
Attn: Terry M. Giebelstein, Esq.
220 N. Main Street, Suite 600
Davenport, IA 52801

With a copy to:
City of Moline
619 16th Street
Moline, IL 61265
Attn.: City Attorney and Planning
and Economic Development Director

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

XX. COUNTERPARTS.

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

XXI. HEADINGS.

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

XXII. APPLICABLE LAW.

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

XXIII. SEVERABILITY; RULE AGAINST PERPETUITY.

Should any part of this Agreement be determined to be illegal, invalid, or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect, fully binding both Parties, their respective heirs and assigns, as to such remaining terms. Further, if any provision of this Agreement or the application thereof would otherwise be unlawful, void, or voidable by reason of any applicable rule against perpetuities, then such provision or application shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of Barack Obama.

XXIV. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

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

XXV. ASSURANCE OF FURTHER ACTION.

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

The Parties further agree to good faith cooperation in executing the Project pursuant to this Agreement.

XXVI. DISCLAIMER OF THIRD PARTY BENEFITS.

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

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

THE CITY OF MOLINE, ILLINOIS

DATED: _____

Scott Raes, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Project Property (Entire Property)

Parcel I

Lots Five (5), Six (6) and Seven (7) in Block Fifteen (15) in that part of the City of Moline known as and called "Old or Original Town," excepting so much thereof as is owned and occupied by the Rock Island & Pacific Railway Co., situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

And

Easterly 0.50 inches of the 12th Street right-of-way along Lot 5 in Block 15 in that part of the City of Moline known as and called "Old or Original Town," South of the railroad; situated in the County of Rock Island and State of Illinois.

Parcel II

Lot Eight (8) in Block Fifteen (15) in that part of the City of Moline known as and called "Old or Original Town," excepting so much thereof as is owned and occupied by the Chicago, Rock Island and Pacific Railway Company, situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

And

Part of the 13th Street right-of-way, North of Fourth Avenue, South of the Chicago, Rock Island and Pacific Railway Company right-of-way and between Blocks 15 and 16 in that part of the City of Moline known as and called "Old or Original Town," situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; commonly described as right-of-way in the 300 Block of 13th Street, situated in the County of Rock Island and State of Illinois

Parcel III

A tract of land located in the City of Moline, County of Rock Island and State of Illinois, described as follows: All that part of Lots Five (5), Six (6), Seven (7), and Eight (8) in Block Sixteen (16) in that part of the Town (now City) of Moline, known as the "Old or Original Town," lying southerly of a line fifteen (15) feet southerly from, as measured at right angles to, and parallel to, the center line of Chicago, Rock Island and Pacific Railroad Company's eastbound main track, situated in the County of Rock Island and State of Illinois.

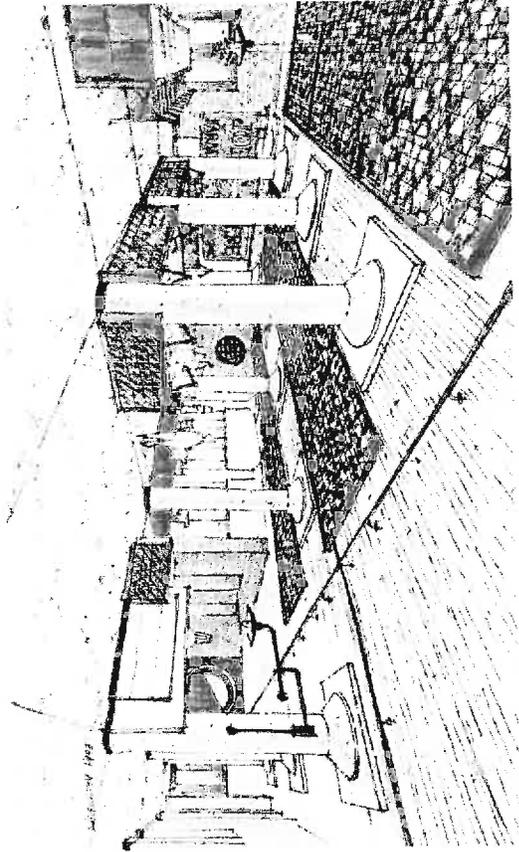
EXHIBIT "B"

SCHEMATIC DESIGN DOCUMENTS

STARWOOD HOTELS AND RESORTS MOLINE ELEMENT HOTEL

3## 12th Street

Moline, Illinois 61265



SITE LOCATION MAP

SCHEDULE OF DRAWINGS

NO.	DESCRIPTION
1	Site Location Map
2	Site Plan
3	Foundation Plan
4	First Floor Plan
5	Second Floor Plan
6	Third Floor Plan
7	Roof Plan
8	Section A-A
9	Section B-B
10	Section C-C
11	Section D-D
12	Section E-E
13	Section F-F
14	Section G-G
15	Section H-H
16	Section I-I
17	Section J-J
18	Section K-K
19	Section L-L
20	Section M-M
21	Section N-N
22	Section O-O
23	Section P-P
24	Section Q-Q
25	Section R-R
26	Section S-S
27	Section T-T
28	Section U-U
29	Section V-V
30	Section W-W
31	Section X-X
32	Section Y-Y
33	Section Z-Z
34	Section AA-AA
35	Section BB-BB
36	Section CC-CC
37	Section DD-DD
38	Section EE-EE
39	Section FF-FF
40	Section GG-GG
41	Section HH-HH
42	Section II-II
43	Section JJ-JJ
44	Section KK-KK
45	Section LL-LL
46	Section MM-MM
47	Section NN-NN
48	Section OO-OO
49	Section PP-PP
50	Section QQ-QQ
51	Section RR-RR
52	Section SS-SS
53	Section TT-TT
54	Section UU-UU
55	Section VV-VV
56	Section WW-WW
57	Section XX-XX
58	Section YY-YY
59	Section ZZ-ZZ
60	Section AA-AA
61	Section BB-BB
62	Section CC-CC
63	Section DD-DD
64	Section EE-EE
65	Section FF-FF
66	Section GG-GG
67	Section HH-HH
68	Section II-II
69	Section JJ-JJ
70	Section KK-KK
71	Section LL-LL
72	Section MM-MM
73	Section NN-NN
74	Section OO-OO
75	Section PP-PP
76	Section QQ-QQ
77	Section RR-RR
78	Section SS-SS
79	Section TT-TT
80	Section UU-UU
81	Section VV-VV
82	Section WW-WW
83	Section XX-XX
84	Section YY-YY
85	Section ZZ-ZZ
86	Section AA-AA
87	Section BB-BB
88	Section CC-CC
89	Section DD-DD
90	Section EE-EE
91	Section FF-FF
92	Section GG-GG
93	Section HH-HH
94	Section II-II
95	Section JJ-JJ
96	Section KK-KK
97	Section LL-LL
98	Section MM-MM
99	Section NN-NN
100	Section OO-OO

RELEASE
100% Schematic Design
DATE OF ISSUE
February 2, 2015
ARCHITECTS PROJECT NUMBER
214133.00

LEGAT ARCHITECTS
1000 N. WASHINGTON STREET
CHICAGO, ILLINOIS 60610
The Amin Group
Russell
Construction

Starwood Element
Hotel

NO. 1200-1000
NO. 1200-1000

Legal Architects
1000 N. WASHINGTON STREET
CHICAGO, ILLINOIS 60610
NO. 1200-1000

Structural Engineer Name
1000 N. WASHINGTON STREET
CHICAGO, ILLINOIS 60610
NO. 1200-1000

Mechanical Engineer Name
1000 N. WASHINGTON STREET
CHICAGO, ILLINOIS 60610
NO. 1200-1000

TITLE SHEET
NO. 1200-1000
NO. 1200-1000

14207 ARCHITECTS
 ARCHITECTS • ENGINEERS • INTERIORS

The Annin Group
 Russell
 Construction

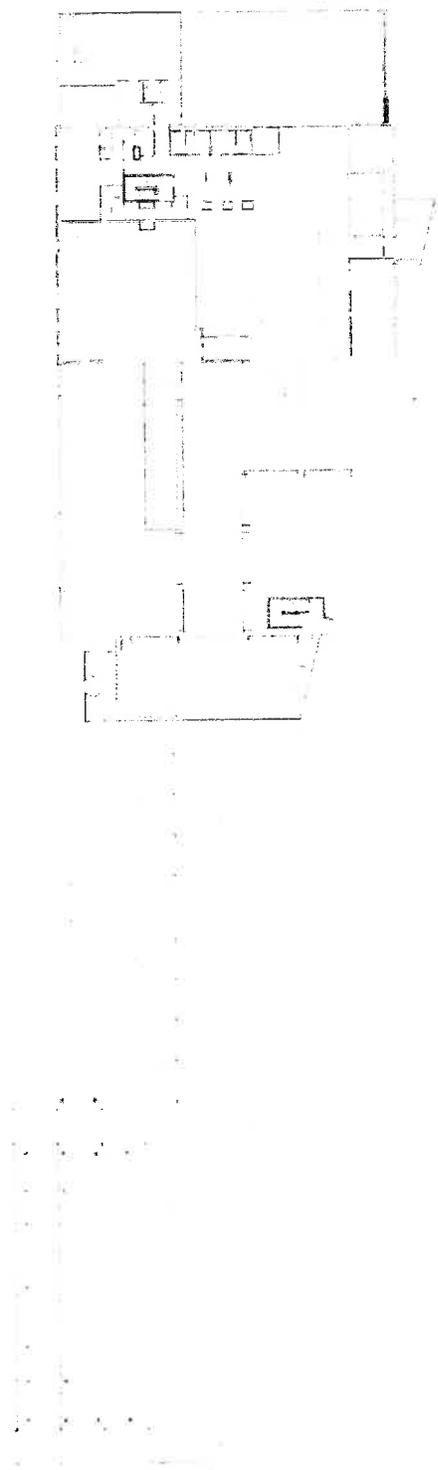
**Sunwood Element
 Hotel**

DATE: 11/15/2011
 TIME: 10:00 AM

Legal Attorneys:
 Annin Group
 1100 North 1st Street
 Suite 100
 Minneapolis, MN 55401
 Phone: 612.338.1100

Studio of Engineer-Karo
 1100 North 1st Street
 Suite 100
 Minneapolis, MN 55401
 Phone: 612.338.1100

Main Office - Engineer Name:
 1100 North 1st Street
 Suite 100
 Minneapolis, MN 55401
 Phone: 612.338.1100



1 OVERALL SITE PLAN
 N.E.P.



OVERALL SITE PLAN

A-010
 Project Sheet

1317 ARCHITECTS
 1317 ARCHITECTS
 1317 ARCHITECTS

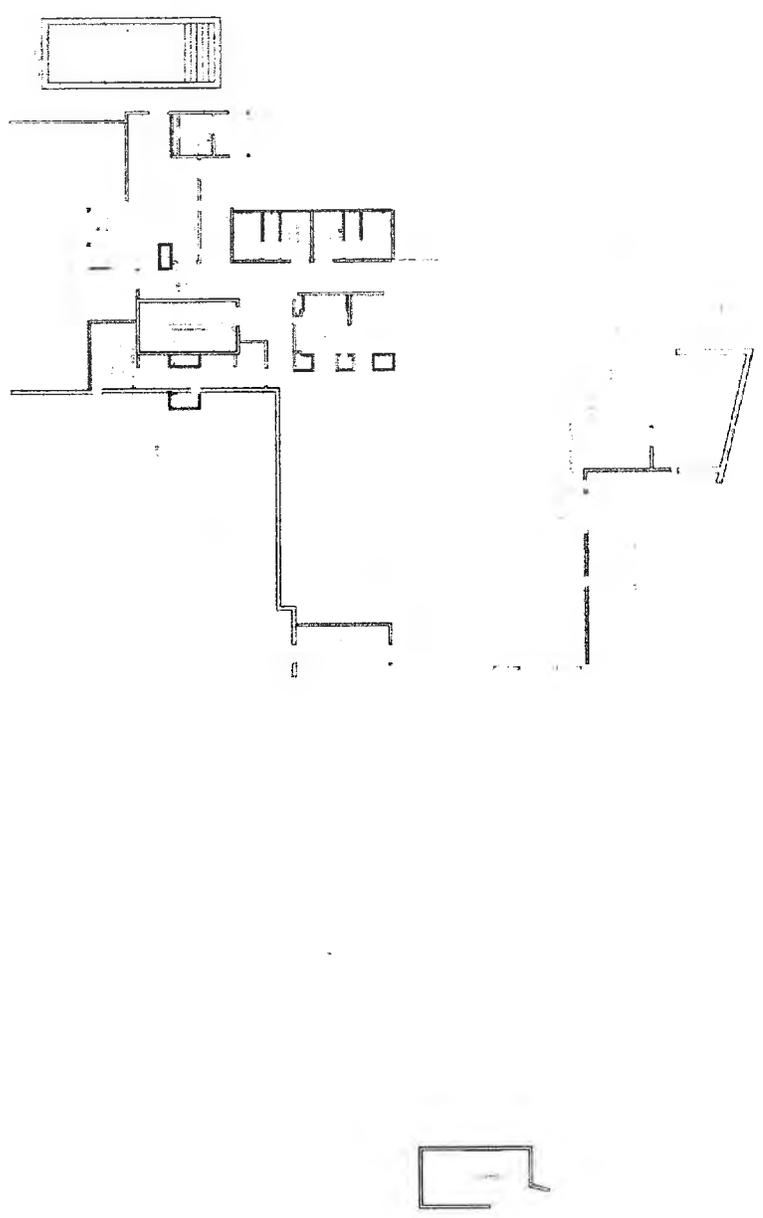
The Amin Group
 Russell
 Construction

Starwood Element
 Hotel

Legal Address:
 1317 ARCHITECTS
 1317 ARCHITECTS
 1317 ARCHITECTS

Structural Engineer Name:
 1317 ARCHITECTS
 1317 ARCHITECTS
 1317 ARCHITECTS

Architect: **Engelmann**
 1317 ARCHITECTS
 1317 ARCHITECTS
 1317 ARCHITECTS



1 FIRST FLOOR PLAN
 1" = 12' 1/2"



A-101
 Floor Slab

FIRST FLOOR PLAN
 1" = 12' 1/2"

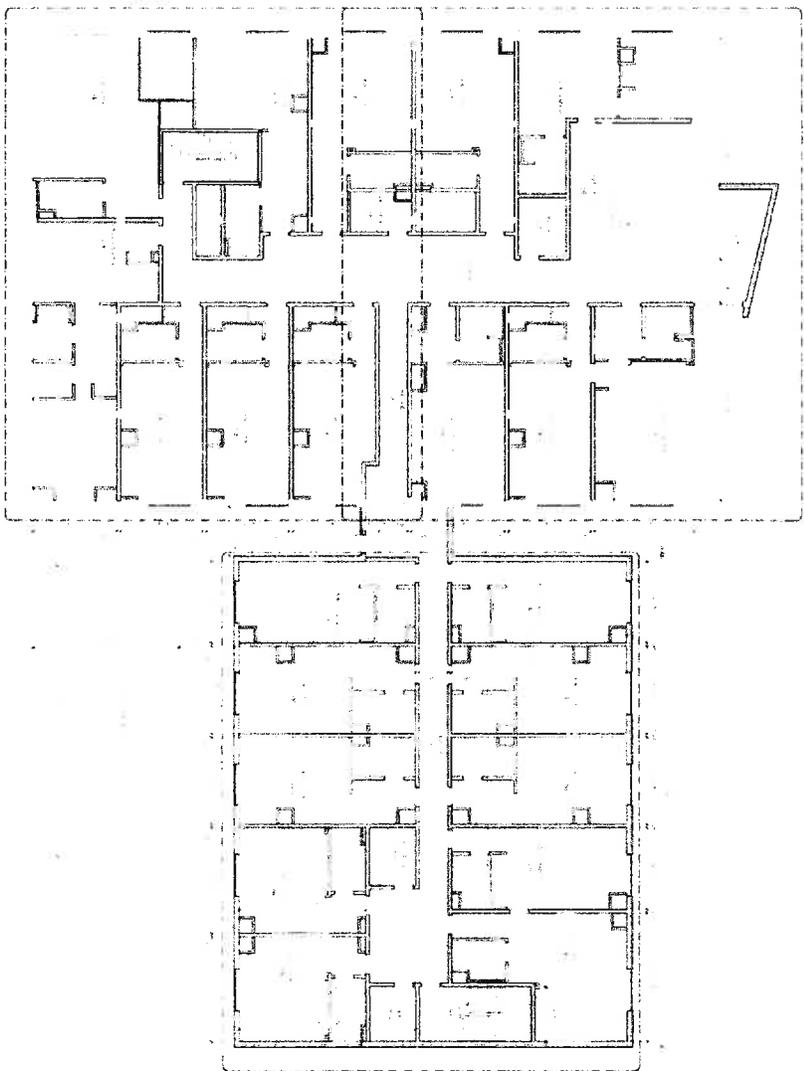
DATE: 12/20/11
 WORK: 10000 170th

Light fixtures
 Light fixture 1
 Light fixture 2
 Light fixture 3
 Light fixture 4
 Light fixture 5
 Light fixture 6
 Light fixture 7
 Light fixture 8
 Light fixture 9
 Light fixture 10

Structural Engineer Name
 Structural Engineer Title
 Structural Engineer License No.
 Structural Engineer State

Multi-Disc. Engineer Name
 Multi-Disc. Engineer Title
 Multi-Disc. Engineer License No.
 Multi-Disc. Engineer State

DATE: 12/20/11
 WORK: 10000 170th

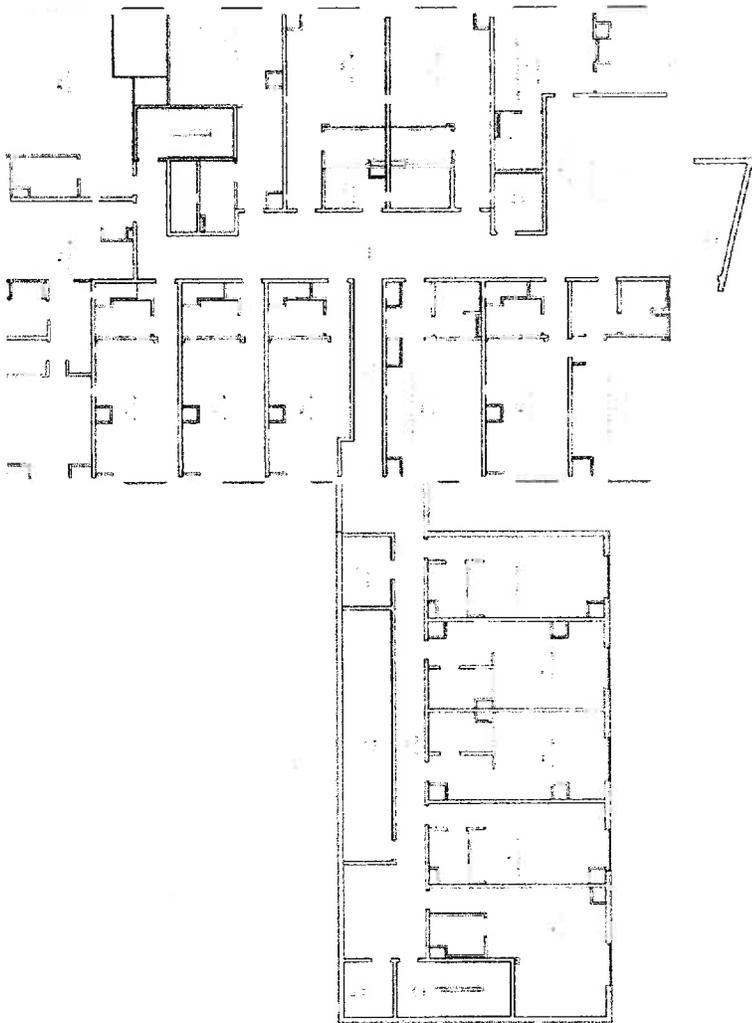


1 SECOND FLOOR PLAN
 07-11-2



SEAN ZACHARIS ARCHITECTS
 10000 170th Avenue, Suite 100
 Denver, Colorado 80231
 Phone: 303.751.1000
 Fax: 303.751.1001
 www.seanzacharis.com

A-102
 Project Status



5TH FLOOR PLAN



ARCHITECTS

The Amin Group
Russell
Construction

Starwood Element
Hotel

Starwood Element Hotel

Architects

Log & Architects

Starwood's Engineer Name

Starwood's Engineer Name

Multi-Disc. Engineer Name

Multi-Disc. Engineer Name

5TH FLOOR PLAN

A-105
Project Status

DATE: 11/11/09
SCALE: 1/8" = 1'-0"

Legend

1. Room
2. Corridor
3. Stair
4. Elevator
5. Mechanical
6. Electrical
7. Plumbing
8. Fire

Structural Engineer: Kato

DATE: 11/11/09
SCALE: 1/8" = 1'-0"

MEP Title: Engineer Name

DATE: 11/11/09
SCALE: 1/8" = 1'-0"



5TH FLOOR PLAN

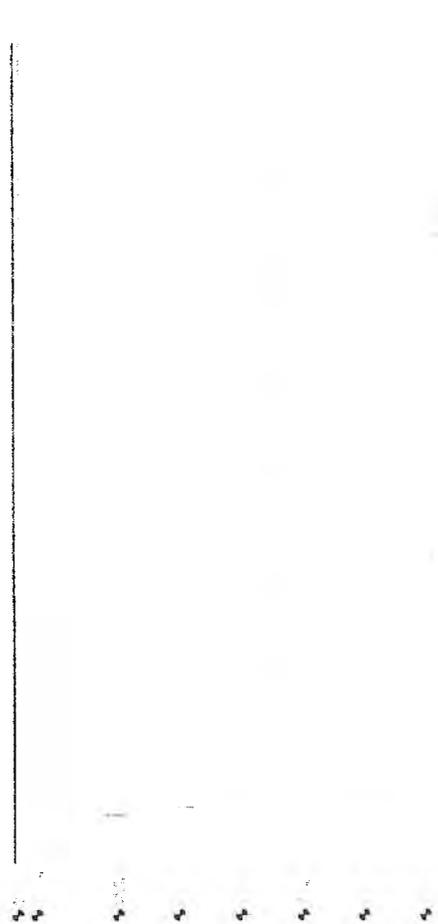


5TH FLOOR PLAN

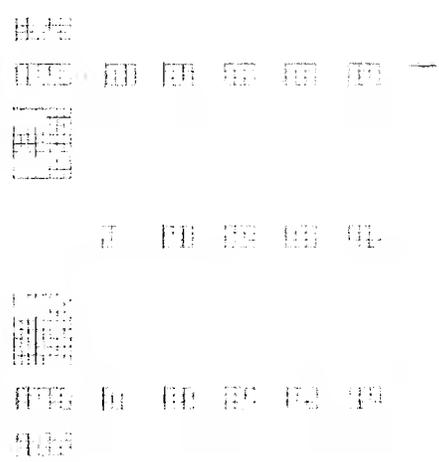
DATE: 11/11/09
SCALE: 1/8" = 1'-0"

A-106
Piped Shaw

1



2 WEST ELEVATION



1 SOUTH ELEVATION

STEVENS ARCHITECTS
 1000 15th Street, NW
 Washington, DC 20004
 Phone: 202-462-1100
 Fax: 202-462-1101
 www.stevensarchitects.com

The Aron Group
 Russell
 Construction

Starwood Element
 Hotel

Legal Advisors:
 1000 15th Street, NW
 Washington, DC 20004
 Phone: 202-462-1100
 Fax: 202-462-1101
 www.stevensarchitects.com

Structural Engineer/Name:
 1000 15th Street, NW
 Washington, DC 20004
 Phone: 202-462-1100
 Fax: 202-462-1101
 www.stevensarchitects.com

Mechanical Engineer/Name:
 1000 15th Street, NW
 Washington, DC 20004
 Phone: 202-462-1100
 Fax: 202-462-1101
 www.stevensarchitects.com

DATE	1/11/11
BY	STEVENS
PROJECT	STARWOOD ELEMENT HOTEL
DATE	1/11/11

REVISIONS

NO.	DATE	DESCRIPTION
1	1/11/11	ISSUED FOR PERMIT

A-200
 Phase 1/2

LESLIE S. ARCHITECTS
ARCHITECTS ARCHITECTS ARCHITECTS

The Arm Group
Russell
Construction

Starwood Element
Hotel

1000 10th Street
New York, NY 10018

Legal Address:
1000 10th Street
New York, NY 10018

Structural Engineer Name
Multi-Doc Engineer Name

1000 10th Street
New York, NY 10018

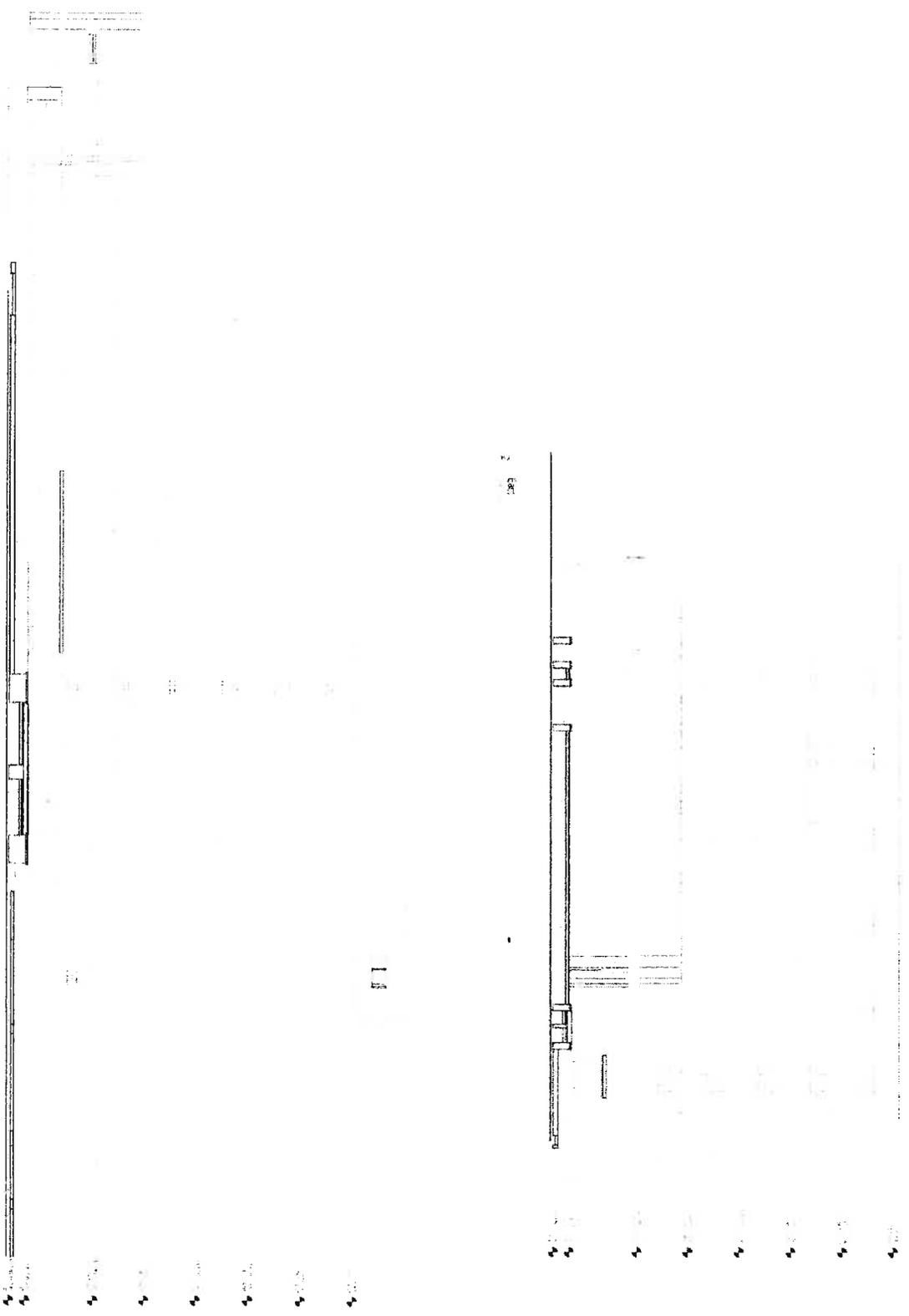
REVISIONS

NO.	DATE	DESCRIPTION

BUILDING ELEVATIONS

DATE: 10/1/10
SCALE: AS SHOWN
DRAWN BY: [Name]
CHECKED BY: [Name]

A-201
Project Status



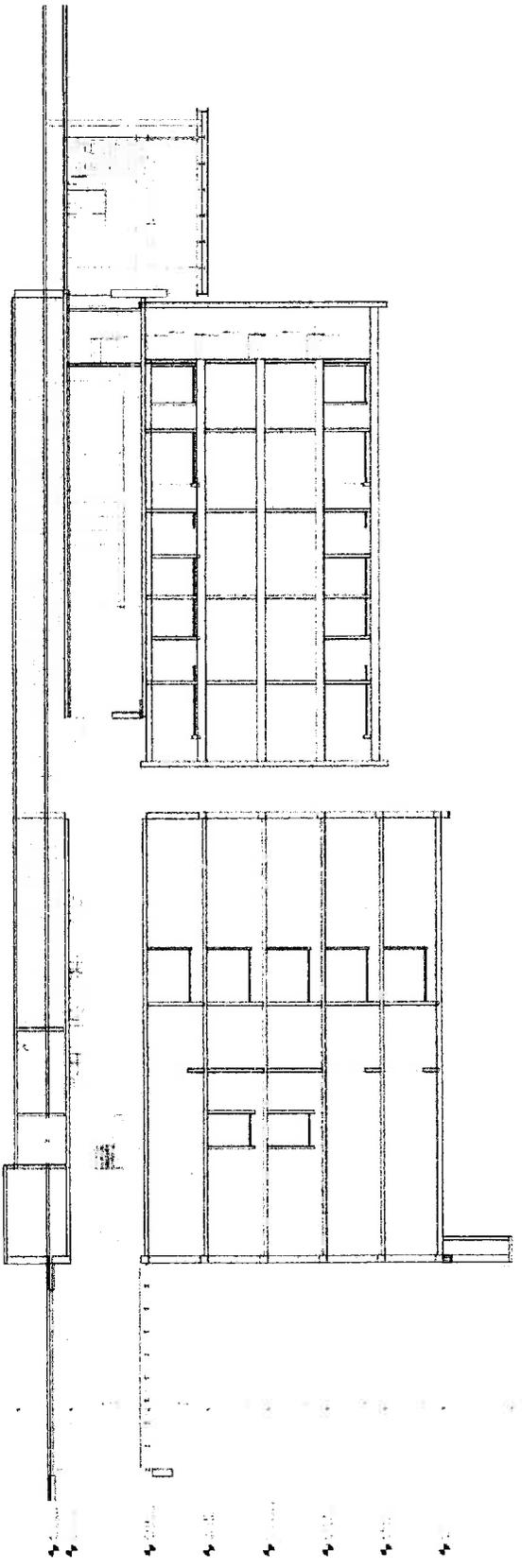
NORTH ELEVATION

DATE: 11/11/11
BY: HATCHETS

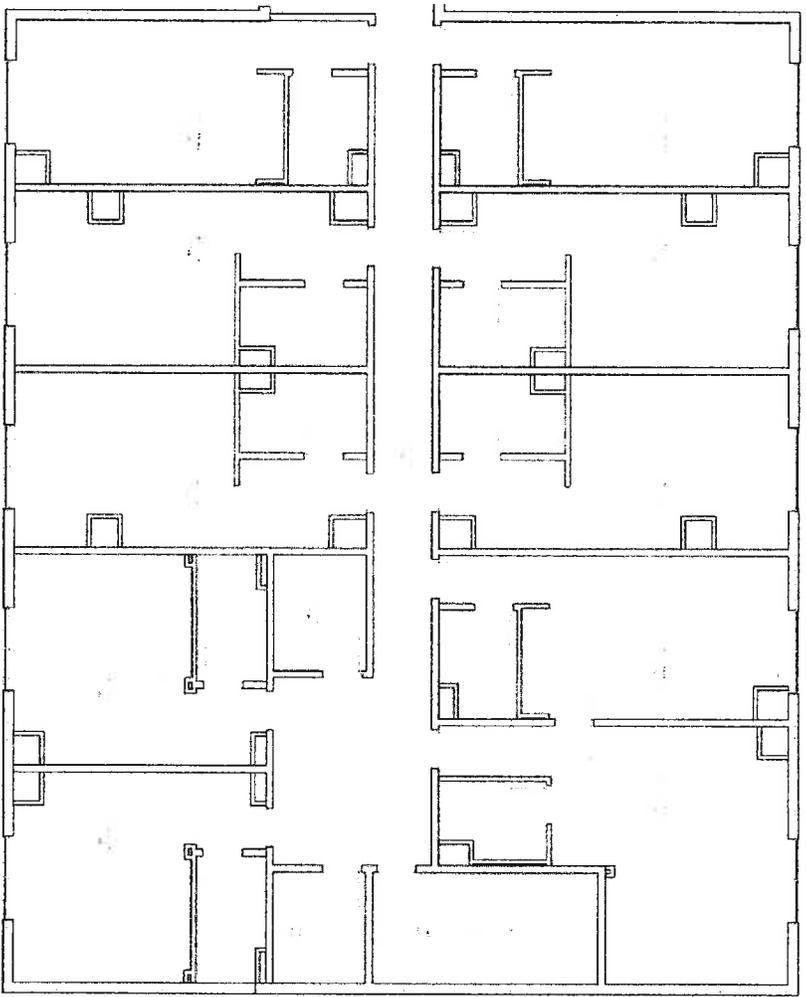
Logical Analysis
1. Analyze Building
2. Analyze Structure
3. Analyze Systems
4. Analyze Details
5. Analyze Construction

Structural Engineer Name
DATE: 11/11/11
BY: HATCHETS

Multiple Engineer Name
DATE: 11/11/11
BY: HATCHETS



1 WEST-EAST BUILDING SECTION
1/11/11



SECOND FLOOR PLAN - HERCULEAN SECTION



ARCHITECTS
 CONSULTING ARCHITECTS

The Amin Group
 Russell
 Construction

Starwood Element
 Hotel

DATE: 11/11/11
 SCALE: 1/8" = 1'-0"

Legend
 1. Structural
 2. Architectural
 3. Mechanical
 4. Electrical
 5. Plumbing
 6. Fire Protection

Structural Engineer Name

Multi-Disc Engineer Name

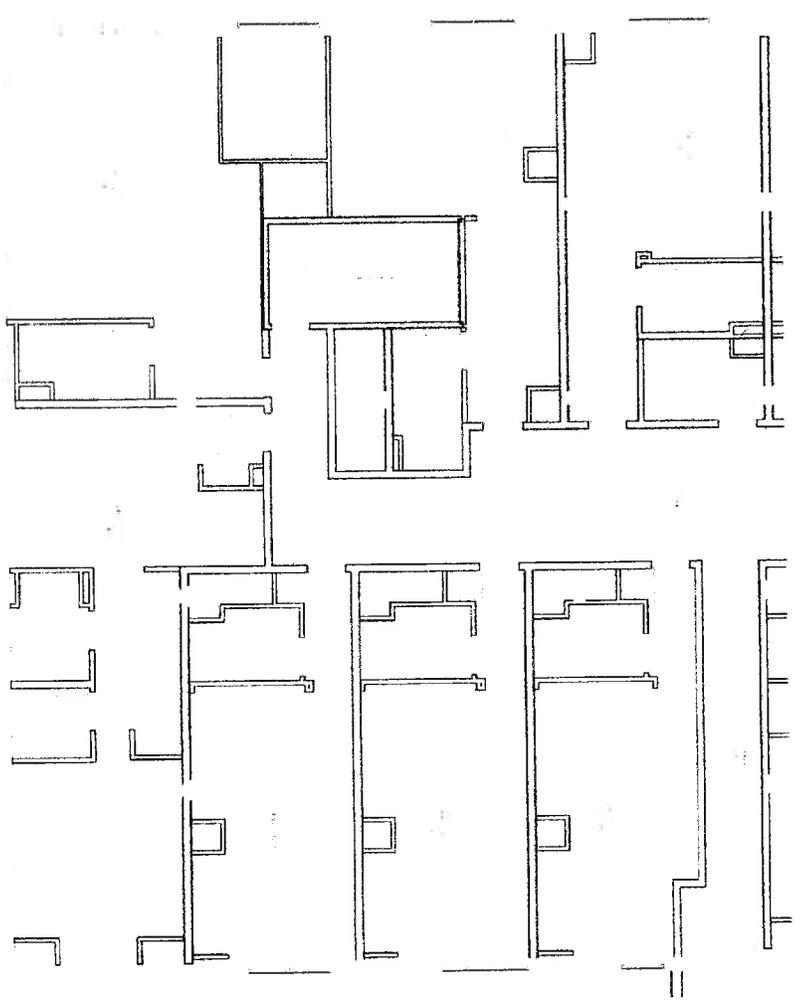
11/11/11
 11/11/11
 11/11/11
 11/11/11

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/11/11
2	ISSUED FOR CONSTRUCTION	11/11/11
3	ISSUED FOR AS-BUILT	11/11/11

ISSUED PLANS

A-400
 Project Name

SECOND FLOOR PLAN EX STAIR, CORR, SQUIN



LEAH RUSSELL ARCHITECTS
 ARCHITECTS

The Amin Group
 Russell
 Construction

Starwood Element
 Hotel

1000 ...
 ...

Legal Address

Standard Engineer Name

Main Disc Engineer Name

...

...

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A-401
 Project Status

1000
1000
1000

Legal Analysis
1000
1000
1000

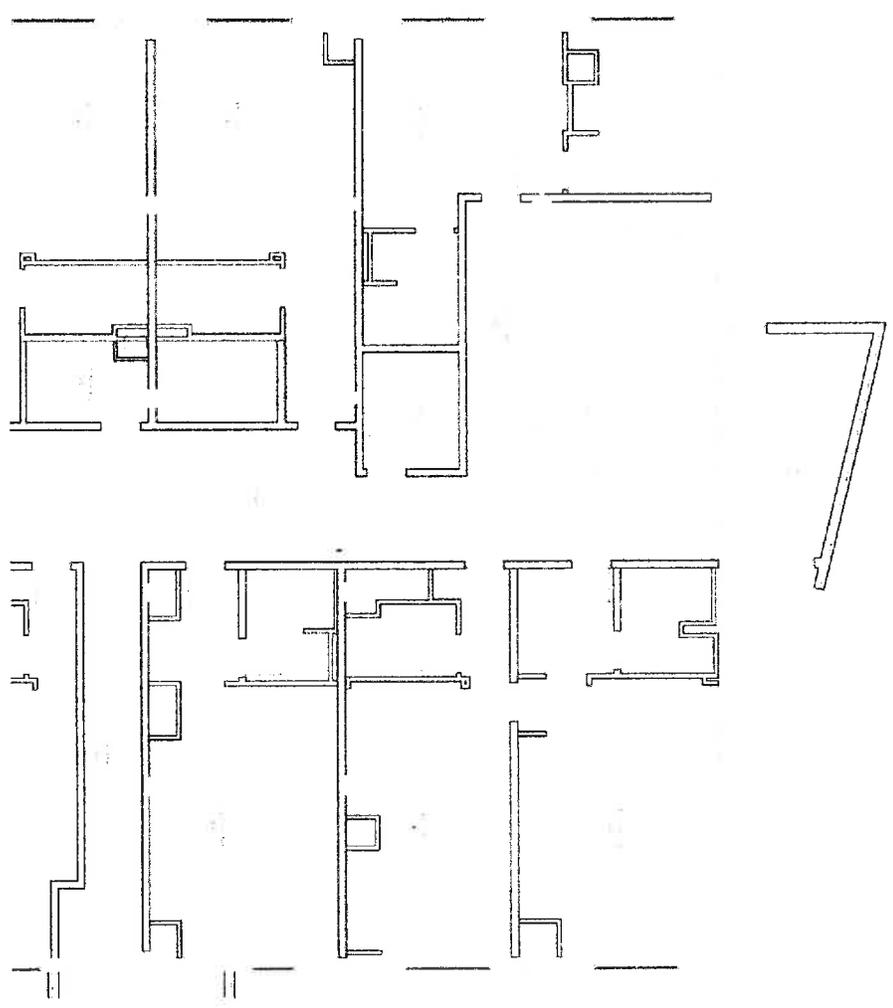
Structural Engineer Name
1000
1000
1000

Mail Date: Engineer Name
1000
1000
1000

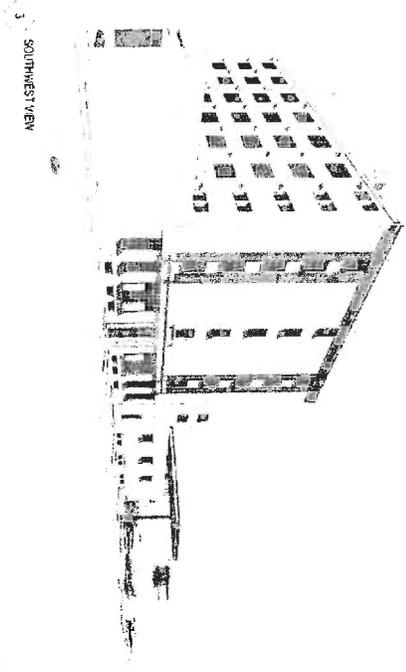
NO. OF 20000 ALM CLASS	1000 1000 1000
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ENLARGED PLANS

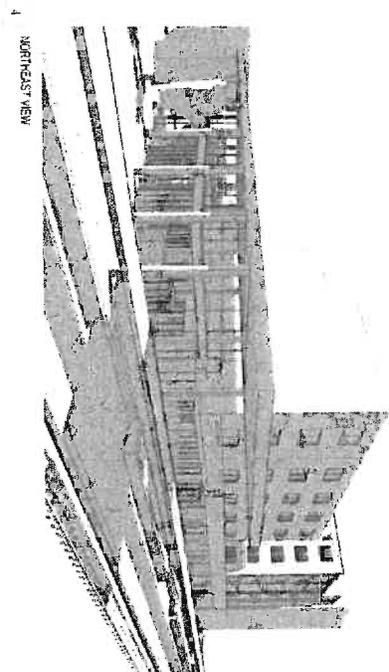
A-402
Royal Street



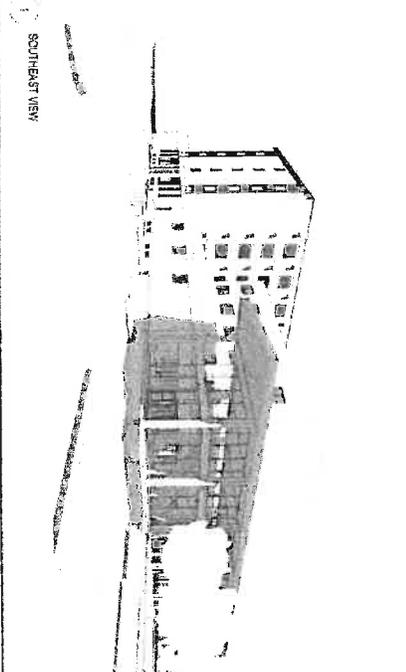
SECOND FLOOR PLAN EXISTING BUILDING - NORTH



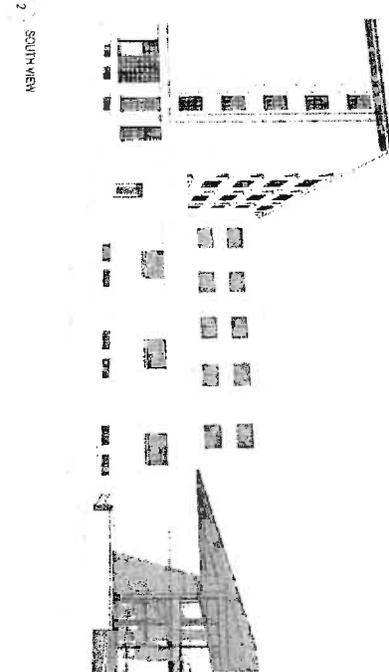
3. SOUTHWEST VIEW



4. NORTHEAST VIEW



5. SOUTHEAST VIEW



2. SOUTH VIEW

ARCHITECTS
architectural professionals inc.

The Amin Group
 Russell
 Construction

Stanwood Element
 Hotel

1000 15th Street
 Denver, Colorado 80202

Legal Architects
 1000 15th Street
 Denver, Colorado 80202

Structural Engineer Name
 [Name]

Mechanical Engineer Name
 [Name]

DATE	2/2/20
SCALE	1/8" = 1'-0"
PROJECT	STANWOOD ELEMENT HOTEL
NO.	100

PERSPECTIVES

A-900
 Paper Status

PEARSON CONCEPTS
 10000 14th Street, Suite 100
 Denver, CO 80202

The Atria Group
 Russell
 Construction

Stanwood Element
 Hotel

10/1/2014
 10/1/2014

Legal Architects
 10000 14th Street, Suite 100
 Denver, CO 80202

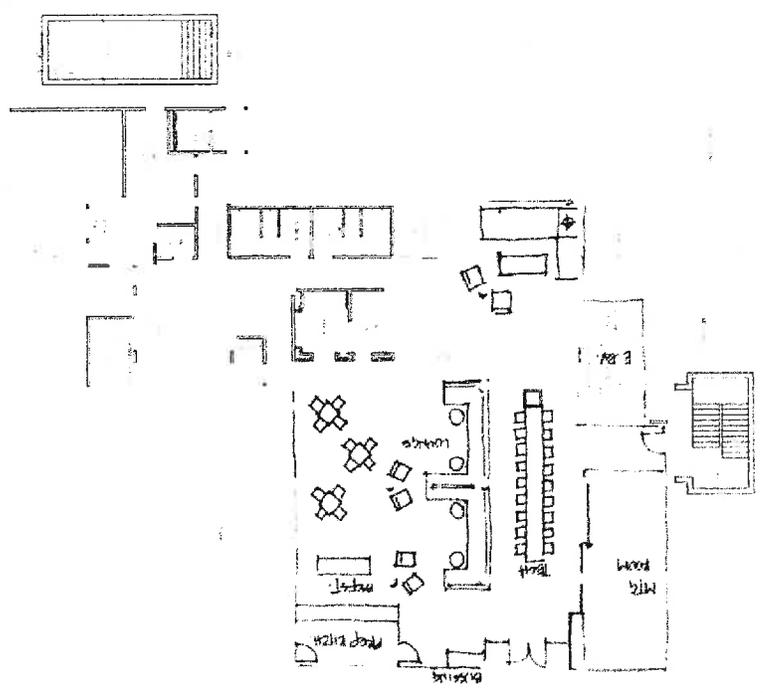
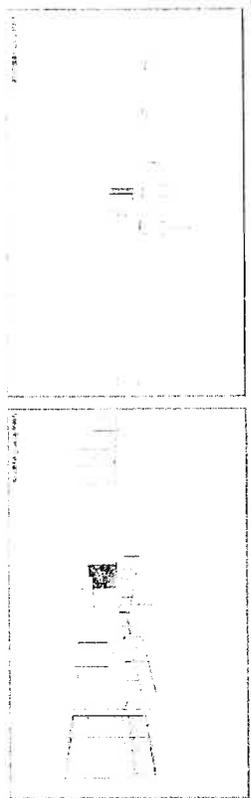
Stanwood Element Hotel
 Construction

Multiple Engineers Name
 10000 14th Street, Suite 100
 Denver, CO 80202

DATE	DESCRIPTION
10/1/2014	ISSUED FOR PERMIT
10/1/2014	ISSUED FOR CONSTRUCTION
10/1/2014	ISSUED FOR RECORD

FIRST FLOOR PLAN

A-101
 Project Sheets



FIRST FLOOR PLAN
 10/1/2014

EXHIBIT "C"

PURCHASE AGREEMENT FOR PRIVATE PROJECT PROPERTY

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between, **MOLINE PROMENADE INVESTORS, LLC**, an Illinois limited liability company (hereinafter "**Buyer**"), located at 1415 River Drive, Moline, Illinois 61265, and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Seller**"), located in Moline, Illinois.

WITNESSETH:

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

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

Sec. 1. PURCHASE PRICE

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the Seller, and the Seller will sell the Property to the Buyer and pay therefore the amount of One Dollar (the "Purchase Price"), payable at closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before the __ day of _____, 2015, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Sellers, and Buyer shall accept the conveyance at such time and place. Possession shall be given at closing.

Sec. 3. CONVEYANCE OF PROPERTY

- (a) Form of Deed. The Seller shall convey title to the Property by Warranty Deed ("Deed"). Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the property will become Buyer's rights. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
2. All easements of record including but not limited to easements and lease agreements for cell tower equipment; and
3. Matters that would be revealed by an ALTA survey of the Property.

(b) Proration of Taxes and Adjustments.

1. Seller shall be current on all tax payments and shall pro-rate general real estate taxes for the current tax year at time of closing; and
2. There are no leases for the subject Property requiring a credit for deposits or proration of rents.

(c) Expenses of Transfer. Buyer shall pay: (1) Recording fees for Deed and mortgage, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required. Seller shall, at its sole cost and expense and prior to closing, deliver to Buyer a title commitment for an Owner's title policy issued by a title company showing good and indefeasible title to the Property vested solely in Seller. On the closing date, Seller shall cause the title company to issue an Owner's Policy of Title Insurance covering the Property in the amount of the Purchase Price, showing fee simple title vested in Buyer. Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.

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

(e) Affidavit of Foreign Status. Sellers will sign an affidavit that Sellers are not a "foreign person" under the Internal Revenue Act of 1862, as amended.

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

(g) Unrecorded Liens, Assessments, Security Interests. Seller represent that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.

**Sec. 4. PROPERTY CONDITION AND CERTAIN
OTHER ACTION BY BUYER**

(a) Property Condition.

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

(b) Utility Payments. Upon closing, the Buyer will be responsible for all utility payments, including but not limited to, water, sewer, storm water, electricity, and gas bills.

**Sec. 5. COVENANTS BINDING UPON SUCCESSORS IN INTEREST:
PERIOD OF DURATION**

It is intended and agreed that any covenants provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by, the Buyer, its successors and assigns, the Buyer, and any successor in interest to the Property, or any part thereof.

**Sec. 6. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT
INDIVIDUALLY LIABLE**

No member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or interest of any corporation, partnership or association in which he is directly, indirectly, interested. No member, official or employee of the City shall be personally liable to the City or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the City or successor or on any obligations under the terms of this Agreement.

Sec. 7. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Sec. 8. ENTIRE AGREEMENT

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

Sec. 9. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

Sec. 10. SEVERABILITY

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

Sec. 11. ASSURANCE OF FURTHER ACTION

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

Sec. 12. ACCEPTANCE BY SELLER

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase by the Buyer on the terms stated above. Buyer acknowledges and agrees that this Agreement is subject to Seller's right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by _____, 2015, this offer and Agreement shall be void. The parties understand that the City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon the City, its officers, employees or agents.

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

IN WITNESS WHEREOF, **MOLINE PROMENADE INVESTORS LLC**, Buyer, has caused this Agreement for Sale of Real Estate to be executed this _____ day of _____, 2015.

MOLINE PROMENADE INVESTORS LLC



Mahesh Amin, Member

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN MATEO)

On this 4th day of FEB., 2015, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Mahesh Amin**, to me personally known, who being by me duly sworn (or affirmed) did say that he is a **Member of Moline Promenade Investors LLC**, an Illinois limited liability company, and that said instrument was signed on behalf of the company by said **Mahesh Amin** as **Member** of said company. **Mahesh Amin** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)



Sushil Kalra
NOTARY PUBLIC

IN WITNESS WHEREOF, the **CITY OF MOLINE, Seller**, has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this _____ day of _____, 2015.

City of Moline (Seller)

Attest:

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

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

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

Approved as to form:

Maureen E. Riggs, City Attorney

Prepared by:

Maureen E. Riggs
City Attorney
City of Moline
619 16th Street
Moline, IL 61265
Phone: (309) 524-2021
Fax: (309) 524-2020

SCHEDULE A TO PURCHASE AGREEMENT
Legal Description

EXHIBIT "D"

CONSTRUCTION BUDGET FOR PRIVATE PROJECT PROPERTY

Hotel Construction	\$10,750,000
Site and Building Preparation	\$ 450,000
Commercial Retail Space in Basement and on Ground Floor	\$ 2,300,000

EXHIBIT "E"

PROPERTY TAX REBATE

**QUAD CITIES MULTI MODAL STATION
ESTIMATED INCREMENT WORKSHEET**

2/2/2015

No. Of Yrs.	City TIF Reimbursement	Developer Increment Rebate	Developer Hotel-motel use Tax Rebate
1	\$96,841	\$96,841	\$58,856
2	\$96,841	\$96,841	\$72,484
3	\$96,841	\$96,841	\$76,302
4	\$97,326	\$97,326	\$81,027
5	\$98,299	\$98,299	\$85,078
6	\$99,282	\$99,282	\$89,332
7	\$100,275	\$100,275	\$93,798
8	\$101,277	\$101,277	\$98,488
9	\$102,290	\$102,290	\$103,413
10	\$103,313	\$103,313	\$108,583
11	\$143,580.37	\$65,112	\$0
TOTAL	\$1,136,166	\$1,057,698	\$867,361
Developer			\$1,925,058

EXHIBIT "F"

MMSDBMT

Developer

City

MetroLINK

RENEW Moline

Core DBMT

EXHIBIT "G"

DEVELOPMENT TIMETABLE

Multi-Modal Station Project Schedule

Description	Estimated Completion Date	Actual Completion Date
FTA Grant Award		Sept-11
Environmental Finding		Jun-11
Preliminary Engineering		
50% Design for Environmental Remediation	Jun-12	Jun-12
Expectations Package Complete	Jan-14	
Final Design		
90% Design for Environmental Remediation	Aug-12	Jun-12
Final Budget Review Complete	Feb-14	Jan-15
Final Design of Elevator Package	Mar-15	
Final Design of Structural Package	Mar-15	
Final Design of Exterior Package	Mar-15	
Final Design of MEP Package	May-15	
Final Design of Site/Platform	Jun-15	
Final Design of Core Arch. Package	Jun-15	
Final Design of Developer's Hotel Package	Jun-15	
Final Design of All Project Components	Jun-15	
Bid Docs/Dates		
RFP/IFB Issued for Site Demolition & Environmental Remediation	Aug-12	Jun-12
Contract Award for Site Demolition	Sept-12	Dec-12
Contract Award for Environmental Remediation	Jan-13	Jun-13
RFP/IFBs Issued for Construction	Feb to Apr-15	
Contract Awards for Construction	Mar to Jun-15	
Construction		
Begin Construction on Site Demolition (Grant Agreement Date)	Nov-12	Dec-12
Site Demolition Complete	Mar-13	Dec-12
Begin Construction on Environmental Remediation	Jan-13	Jun-13
Environmental Remediation Complete	Nov-13	Aug-14
Begin Construction of TIGER II and State-Funded Station/Platform/Site Components	May-15	
Construction of TIGER II and State-Funded Station/Platform/Site Components Complete	Jun-16	
Begin Construction of Developer Hotel and Retail/Commercial Components	May-15	
Construction of Developer Hotel and Restaurant Complete	June-16	

EXHIBIT "H"

ELIGIBLE REDEVELOPMENT COSTS

Costs as Permitted Pursuant to Section 5/11-74.4-3 (q) and any other applicable sections of the Act:

- Acquisition and other Property Assembly Costs
- Development Services Design and Engineering Services
- Legal/Appraisal
- Surveys and Environmental Reports Related to Property Assembly
- And any other items permitted by the Act