



MOLINE CITY COUNCIL AGENDA

Tuesday, March 3, 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 Liddell

Roll Call

Consent Agenda

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

Approval of Minutes

Committee-of-the-Whole and Council meeting minutes of February 24, 2015.

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

Second Reading Ordinances

1. 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

2. 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.

Fiscal Impact: Increased future tax revenues
Public Notice/Recording: A Memorandum of Agreement will be recorded by the Law Department

Resolutions

3. Council Bill/Resolution 1022-2015

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the Quad Cities Classic scheduled for Sunday, May 10, 2015.

Explanation: This is an annual event sponsored by Cornbelt Running Club. Fourth and Fifth Avenues are state routes. Therefore, local approval of usage is necessary before permission can be sought from the Illinois Department of Transportation.

Fiscal Impact: NA
Public Notice/Recording: NA

4. Council Bill/Resolution 1023-2015

A Resolution authorizing the ceding of Home Rule Volume Cap Authority for the calendar year 2015 to the Quad Cities Regional Economic Development Authority in the amount of \$4,311,600.

Explanation: In that encouraging economic development meets the City's goals and promotes a strong local economy, it is recommended that the City allocate to the Quad Cities Regional Economic Development Authority its home rule volume cap allocation for the calendar year 2015 in the amount of \$4,311,600 to be used to support projects that will provide job opportunities and new investments.

Fiscal Impact: Increased property values
Public Notice/Recording: Finance Department to file with Governor's Office

5. Council Bill/Resolution 1024-2015

A Resolution authorizing City staff to do all things necessary to implement the 2015-2017 Façade Improvement Program.

Explanation: The purpose of the City of Moline's Façade Improvement Program (FIP) is to provide financial assistance to property owners (or tenants with property owner's approval) for the rehabilitation of facades on tax generating structures in Moline's Commercial Districts. All the rehabilitation work must be respectful of the historic character of the building, with every reasonable effort made to preserve the distinguishing original stylistic features of said building. This program has been developed for calendar years 2015, 2016 and 2017 (January 1 – December 31) with funds from the General Fund, and funding for 2016 and 2017 will be determined during the budget process. Staff is requesting authorization to implement the Program on behalf of the City, including application review and approvals, and Loan Agreement, Promissory Note, Real Estate Mortgage and Personal Guarantee execution and recording as necessary in accordance with the application guidelines and requirements.

Fiscal Impact: N/A
Public Notice/Recording: N/A

6. Council Bill/Resolution 1025-2015

A Resolution authorizing the Mayor and City Clerk to execute a Sixth Amendment to the Memorandum of Understanding between the City of Moline and the Project Management Team for the conduct of the operations related to the Moline Centre Redevelopment Plan.

Explanation: City staff would like to make amendments to Section I and Section XII of the Memorandum of Understanding between the City of Moline and the Project Management Team (“PMT”) to specify the duties of the PMT and the term of PMT.

Fiscal Impact: N/A

Public Notice/Recording: N/A

7. Council Bill/Resolution 1026-2015

A Resolution authorizing the concept of a development project as proposed to be constructed on the 48,000 sq. ft. site of the former John Deere Collectors Center at the corner of 17th Street and 3rd Avenue A, Moline, Illinois, commonly known as 320 16th Street; and affirming the intent of the City to enter into a purchase agreement and a development agreement for said project; and authorizing City staff to negotiate a purchase agreement and a development agreement exclusively with Revive Community Development Co., LLC (“Revive”) for a term of 12 months, which agreements shall be subject to further review and approval by the City Council.

Explanation: The City and Revive have a mutual desire to develop the 48,000 sq. ft. site of the former John Deere Collectors Center at the corner of 17th Street and 3rd Avenue A, owned by the City. Revive is seeking a 12-month period of exclusive rights to develop said property to complete due diligence on the site as well as the engagement of market research to study the multi-family residential and condominium market related to the development potential of the site, and to gather architectural schematic design and renderings, construction set drawings, construction scope, costs, contractual agreements, zoning, entitlement, permitting, and a development agreement. Revive and City Administration will work to provide quarterly updates to the City Council regarding the research on the feasibility of the development in order to facilitate the due diligence and lessen the needed time to perform the decision and negotiation process.

Fiscal Impact: N/A

Public Notice/Recording: N/A

8. Council Bill/Resolution 1027-2015

A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with Ronald Washburn for property located at 1101 4th Avenue, Moline, Illinois; and authorizing City staff to do all things necessary to complete said sale pursuant to the terms of the Agreement.

Explanation: The City wishes to acquire property from Ronald Washburn located at 1101 4th Avenue, Moline, for \$247,500.

Fiscal Impact: N/A

Public Notice/Recording: N/A

9. Council Bill/Resolution 1028-2015

A Resolution authorizing the purchase of a 2015 Ford E-450 Cab and Chassis with Ambulance Remount pursuant to the terms of the Remount Estimate Quote from Sentinel Emergency Solutions for the amount of \$95,303.

Explanation: The cab and chassis for Ambulance #165 has exceeded its useful life and is budgeted for a body remount in 2015. The City has had success in past years by remounting ambulance bodies on a new cab and chassis and returning those units to frontline service. The savings from remounting a modular body instead of purchasing a complete unit can be nearly \$60,000. Fleet Services has contacted Life Line Ambulances, the original manufacturer of the unit, and received a written quote of \$95,303 from their local dealer, Sentinel Emergency Solutions, for a remount of the existing ambulance body on a new 2015 Ford E-450 cab and chassis.

Fiscal Impact: \$121,000 budgeted in Fleet Services, Account #448-0867-437.07-03

Public Notice/Recording: N/A

10. Council Bill/Resolution 1029-2015

A Resolution authorizing the Fleet Manager to purchase a compact excavator for the Water and Street Divisions of Public Works from Martin Equipment, Rock Island, Illinois, for \$140,935.

Explanation: The vehicle replacement plan has funds available for the budgeted purchase of a compact excavator in 2015. To maximize utilization of the equipment from seasonal demands, this unit will be cost shared between two divisions. The Water Division has rented units like this in the past for use on water main repairs and hydrant replacements. The Street Division uses these machines for excavations and ditch work in the spring, summer and fall. Because of factors related to utilization and depreciation, it has been determined that a shared unit between the Divisions will be the most advantageous approach for the community. The unit selected will be able to share attachments with the backhoes currently in the fleet. The unit is available from Martin Equipment, Rock Island, Illinois, on a National Joint Powers Alliance contract #060311-JDC in the amount of \$140,935. Additional documentation attached.

Fiscal Impact: \$149,000 budgeted in Account #448-0867-437.07-03

Public Notice/Recording: N/A

Omnibus Vote

Non - Consent Agenda

First Reading Ordinances

11. Council Bill/General Ordinance 3005-2015

An Ordinance enlarging corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 1522 36th Avenue.

Explanation: The City has received a petition of annexation filed by the owners of record of 1522 36th Avenue. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending annexations. Staff has found this annexation to be in the best interests of the City. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: Public notice given on February 15, 2015

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

12. Council Bill/General Ordinance 3006-2015

An Ordinance enlarging corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 3727 15th Street D.

Explanation: The City has received a petition of annexation filed by the owners of record of 3727 15th Street D. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending annexations. Staff has found this annexation to be in the best interests of the City.

Fiscal Impact: N/A

Public Notice/Recording: Public notice given on February 15, 2015

13. Council Bill/General Ordinance 3007-2015

An Ordinance enlarging corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 3815 15th Street D.

Explanation: The City has received a petition of annexation filed by the owners of record of 3815 15th Street D. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending annexations. Staff has found this annexation to be in the best interests of the City.

Fiscal Impact: N/A

Public Notice/Recording: Public notice given on February 15, 2015

14. Council Bill/General Ordinance 3008-2015

An Ordinance enlarging corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 3823 15th Street D.

Explanation: The City has received a petition of annexation filed by the owners of record of 3823 15th Street D. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending annexations. Staff has found this annexation to be in the best interests of the City.

Fiscal Impact: N/A

Public Notice/Recording: Public notice given on February 15, 2015

15. Council Bill/Special Ordinance 4004-2015

A Special Ordinance authorizing the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a sublease to Speedconnect, LLC for City-owned property located at 4213 16th Avenue.

Explanation: The City of Moline has a site license agreement with GTP Acquisition Partners II, LLC (Lessee), that allows GTP to locate and operate a cellular tower and cellular facilities on City-owned property located at 4213 16th Avenue. The Lessee has requested to sublease space on the tower at the site to Speedconnect, LLC. Such a sublease is allowed by the site license agreement with the consent of the City. Speedconnect would be the fourth user to the site and the City would receive 50% of the gross receipts from this collocation. Additional documentation attached.

Fiscal impact: 50% of GTP Acquisition Partners II, LLC's gross receipts from Speedconnect, LLC to the City

Public Notice/Recording: N/A

16. Council Bill/Special Ordinance 4005-2015

A Special Ordinance authorizing the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16th Avenue.

Explanation: The City of Moline has a site license agreement with GTP Acquisition Partners II, LLC (Lessee), to allow cellular facilities on City-owned property located at 4213 16th Avenue. The Lessee has notified the City that AT&T Mobility would like to modify its existing equipment at the site. AT&T is adding three remote radio units, and removing five existing panel antennas and replacing them with five new panels at the same mount height. All equipment will be at the same height as existing. Additional documentation attached.

Fiscal impact: N/A

Public Notice/Recording: N/A

Miscellaneous Business (if necessary)

Public Comment

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

Executive Session (if necessary)

AN ORDINANCE

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 revert 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 revert 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

LEGATARCHITECTS
sustainability performance design

The Amin Group
Russell
Construction

Starwood Element
Hotel

3## 12th Street
Moline, Illinois 61265

ARCHITECT

Legat Architects

Studio Address Line 1

Studio Address Line 2

P. xxx.xxx.xxxx

F. xxx.xxx.xxxx

www.legat.com

STRUCTURAL ENGINEER

Structural Engineer Name

Civil Address Line 1

Civil Address Line 2

P. xxx.xxx.xxxx

F. xxx.xxx.xxxx

www.-.com

M.E.P./P.E. ENGINEER

Multi-Disc. Engineer Name

MD Address Line 1

MD Address Line 2

P. xxx.xxx.xxxx

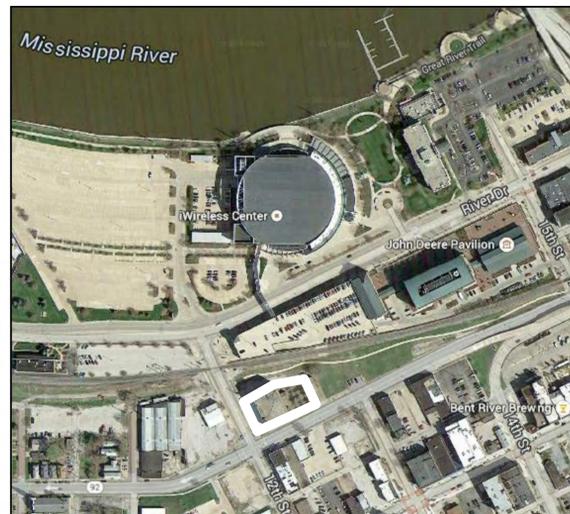
F. xxx.xxx.xxxx

www.-.com

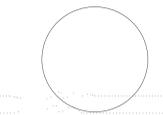
SCHEDULE OF DRAWINGS



SITE LOCATION MAP



GENERAL DRAWINGS	
G-001	TITLE SHEET
ARCHITECTURAL DRAWINGS	
A-100	BASEMENT FLOOR PLAN
A-101	FIRST FLOOR PLAN
A-102	SECOND FLOOR PLAN
A-103	THIRD FLOOR PLAN
A-105	FIFTH FLOOR PLAN
A-106	SIXTH FLOOR PLAN
A-200	BUILDING ELEVATIONS
A-201	BUILDING ELEVATIONS
A-300	BUILDING SECTIONS
A-400	ENLARGED PLANS
A-401	ENLARGED PLANS
A-402	ENLARGED PLANS
A-900	PERSPECTIVES
INTERIOR DESIGN DRAWINGS	
ID-101	HOTEL LOBBY PLANS



SIGNATURE
DATE

RELEASE

100% Schematic Design

DATE OF ISSUE

February 2, 2015

ARCHITECT'S PROJECT NUMBER

214133.00

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NUMBER	214133.00
DATE OF ISSUE	2/2/2015
DRAWN BY	Author
CHECKED BY	Checker

TITLE SHEET

The Amin Group
Russell
Construction

**Starwood Element
Hotel**

3## 12th Street
Moline, Illinois 61265

ARCHITECT

Legat Architects
Studio Address Line 1
Studio Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www.legat.com

STRUCTURAL ENGINEER

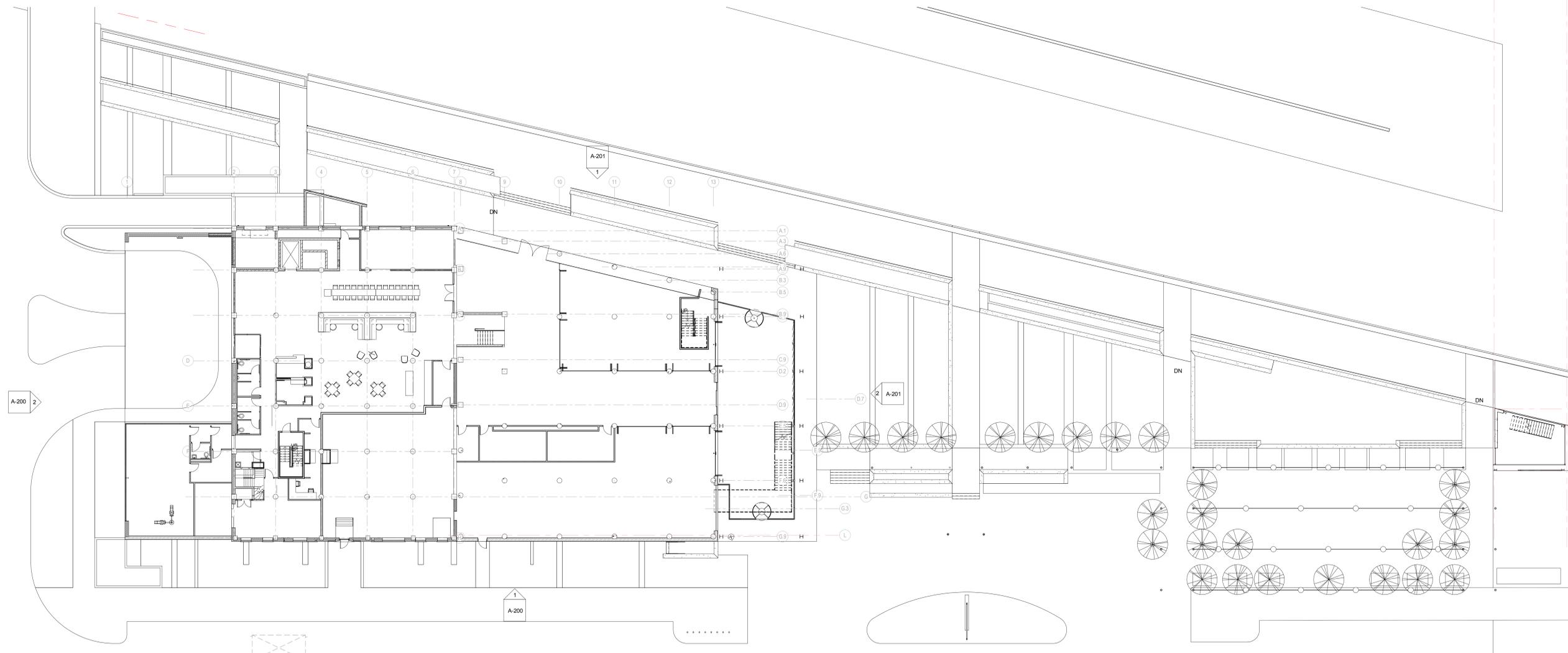
Structural Engineer Name

Civil Address Line 1
Civil Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www. .com

M.E.P./E.P. ENGINEER

Multi-Disc. Engineer Name

MD Address Line 1
MD Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www. .com



1 OVERALL SITE PLAN
1/16" = 1'-0"

SIGNATURE

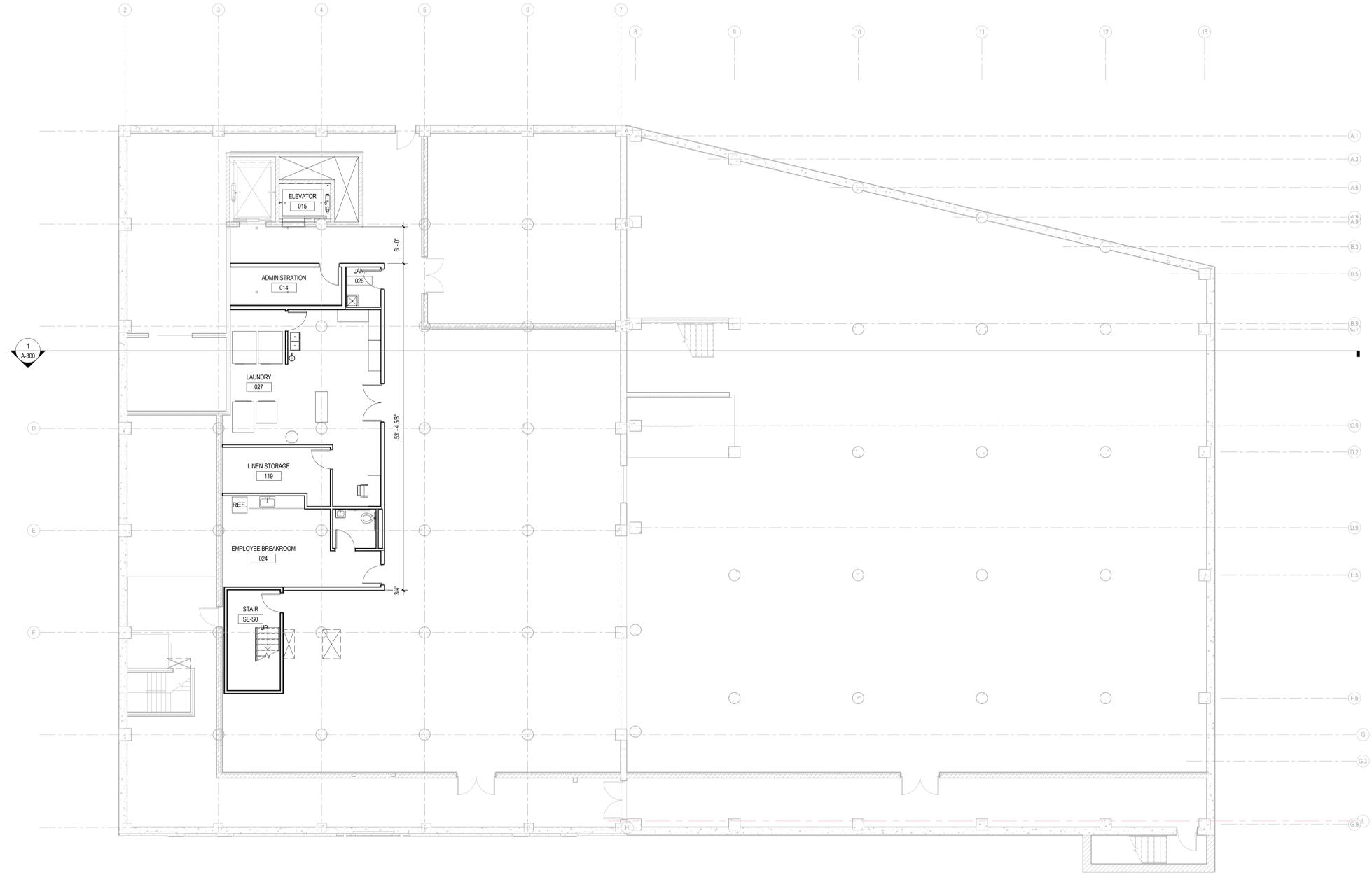
DATE

REVISIONS		
NO.	DESCRIPTION	DATE

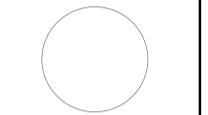
PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

OVERALL SITE PLAN

A-010
Project Status



1 BASEMENT FLOOR PLAN
1/8" = 1'-0"



SIGNATURE _____
DATE _____

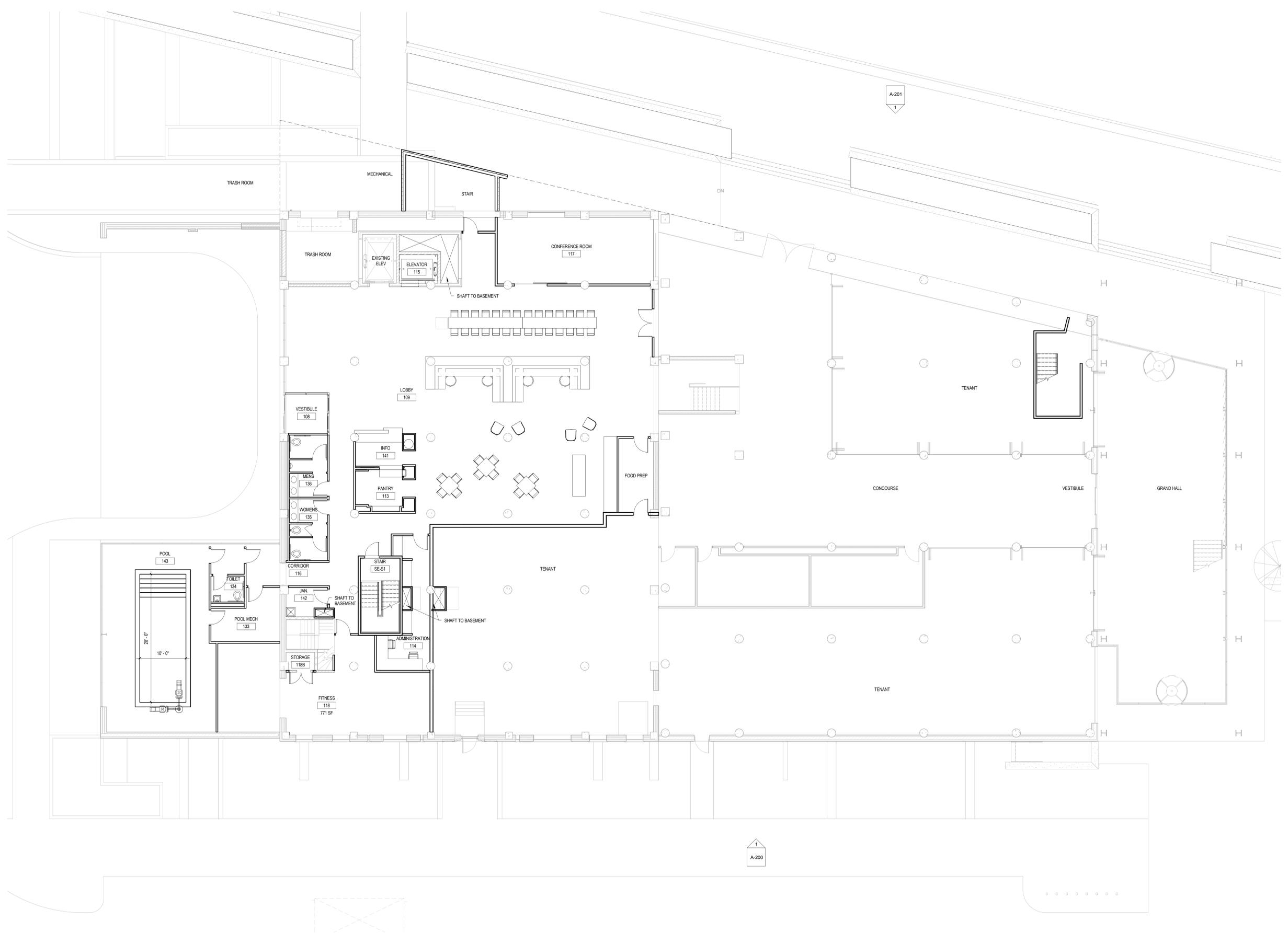
REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

BASEMENT FLOOR PLAN

A-100
Project Status



1 FIRST FLOOR PLAN
1/8" = 1'-0"

SIGNATURE _____
DATE _____

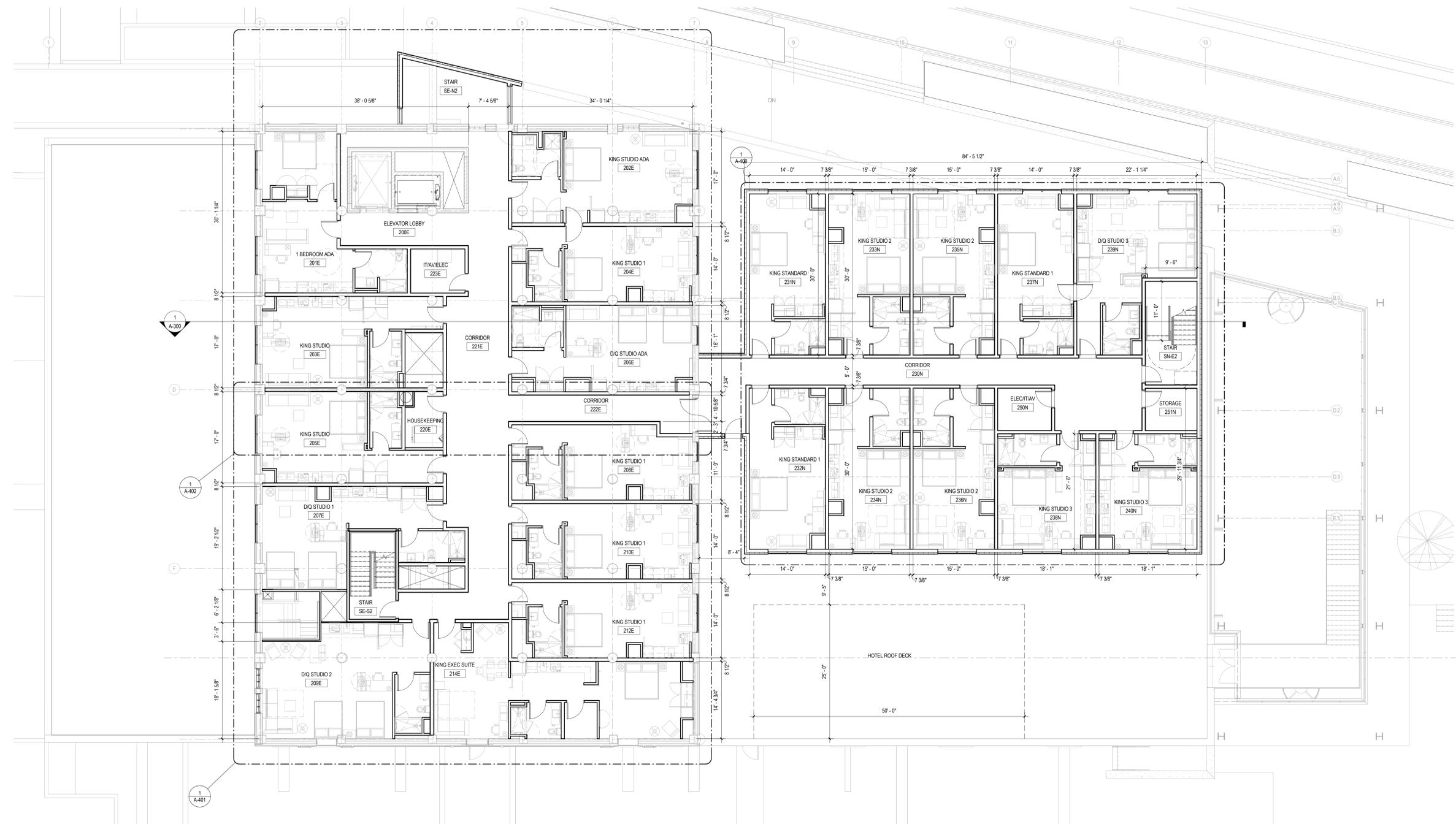
REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

FIRST FLOOR PLAN

A-101
Project Status



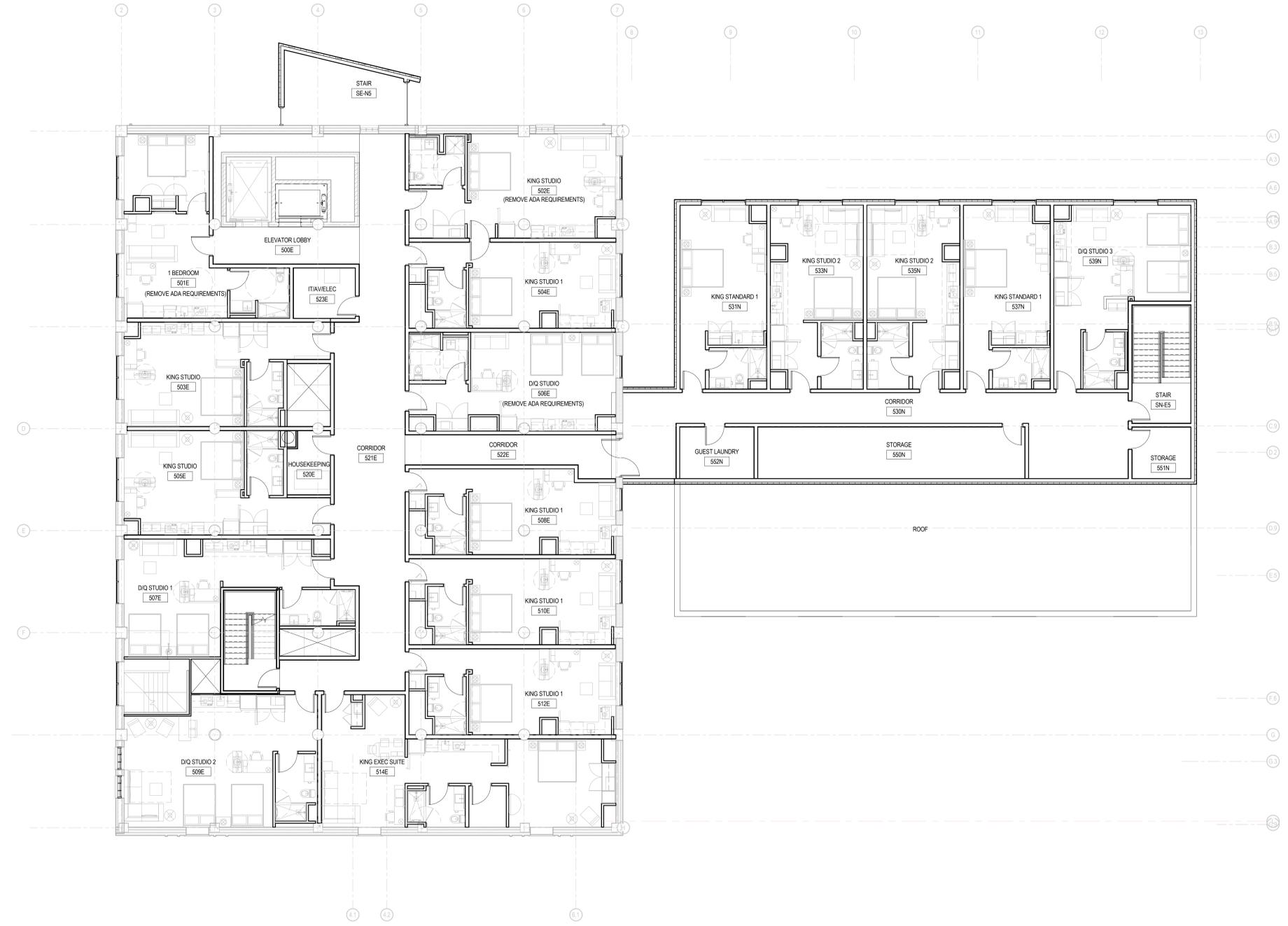
1 SECOND FLOOR PLAN
1/8" = 1'-0"

SIGNATURE _____
DATE _____

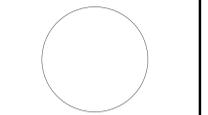
REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

SECOND FLOOR PLAN



1 FIFTH FLOOR PLAN
1/8" = 1'-0"



SIGNATURE _____
DATE _____

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

FIFTH FLOOR PLAN

A-105
Project Status

The Amin Group
Russell
Construction

**Starwood Element
Hotel**

3## 12th Street
Moline, Illinois 61265

ARCHITECT
Legat Architects
Studio Address Line 1
Studio Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www.legat.com

STRUCTURAL ENGINEER
Structural Engineer Name
Civil Address Line 1
Civil Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www.-.com

M.E.P./P. ENGINEER
Multi-Disc. Engineer Name
MD Address Line 1
MD Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www.-.com



1 SIXTH FLOOR PLAN
1/8" = 1'-0"

SIGNATURE _____
DATE _____

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

SIXTH FLOOR PLAN

A-106
Project Status

The Amin Group
Russell
Construction

**Starwood Element
Hotel**

3## 12th Street
Moline, Illinois 61265

ARCHITECT
Legat Architects

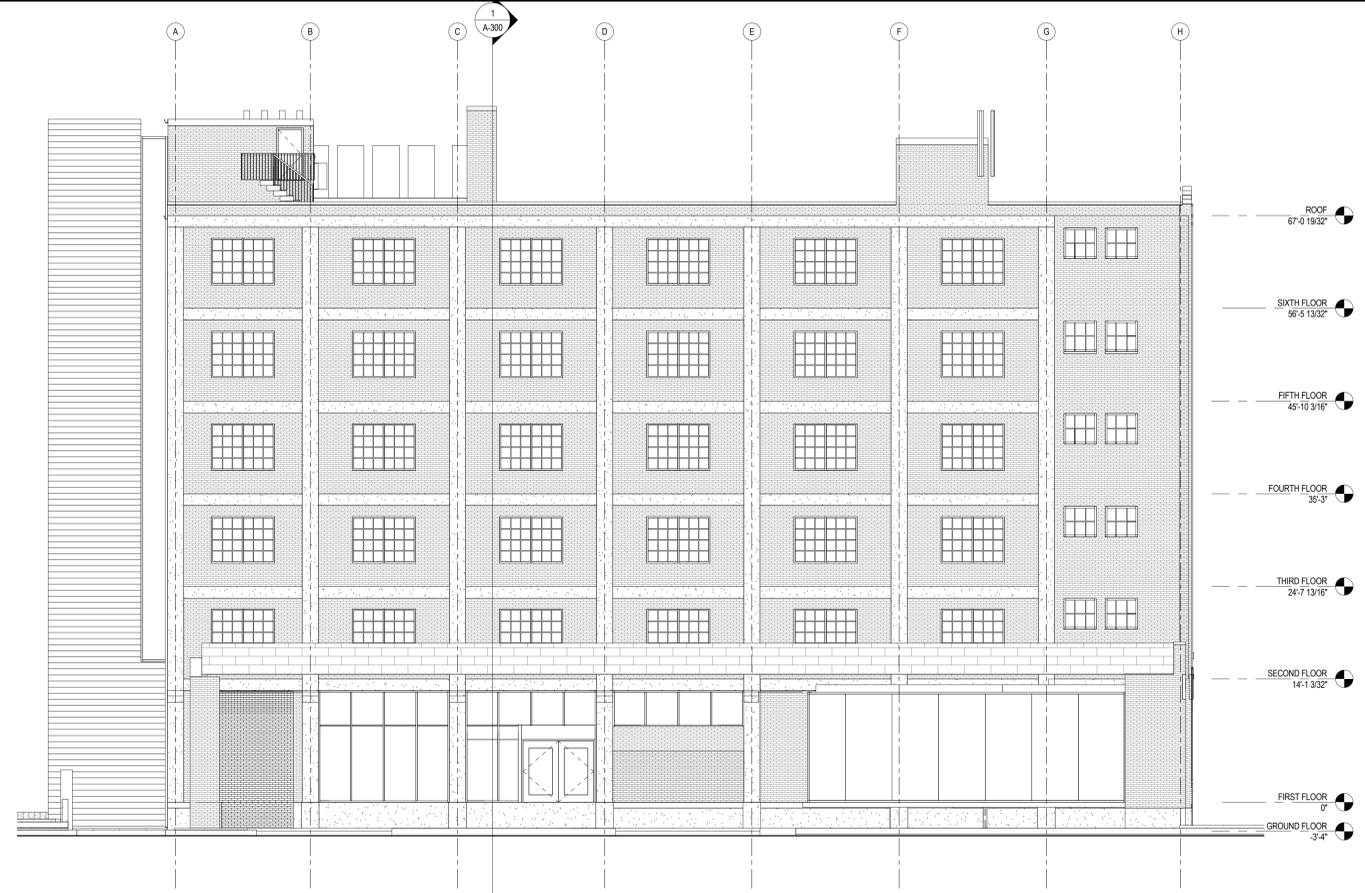
Studio Address Line 1
Studio Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www.legat.com

STRUCTURAL ENGINEER
Structural Engineer Name

Civil Address Line 1
Civil Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www. .com

M.E.P./P.E. ENGINEER
Multi-Disc. Engineer Name

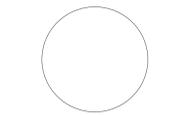
MD Address Line 1
MD Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www. .com



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"



SIGNATURE _____
DATE _____

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

BUILDING ELEVATIONS

A-200
Project Status

The Amin Group
Russell
Construction

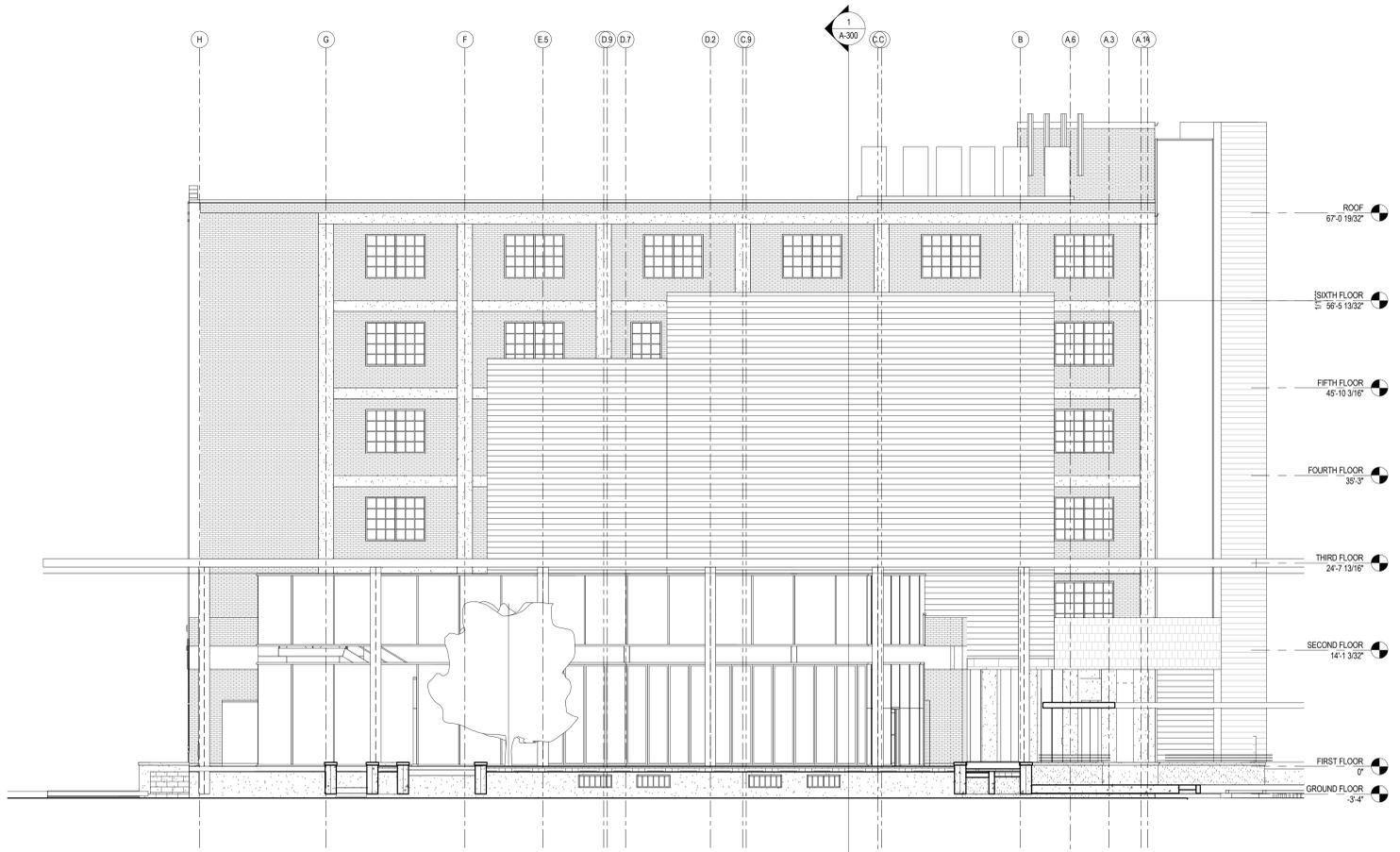
**Starwood Element
Hotel**

3## 12th Street
Moline, Illinois 61265

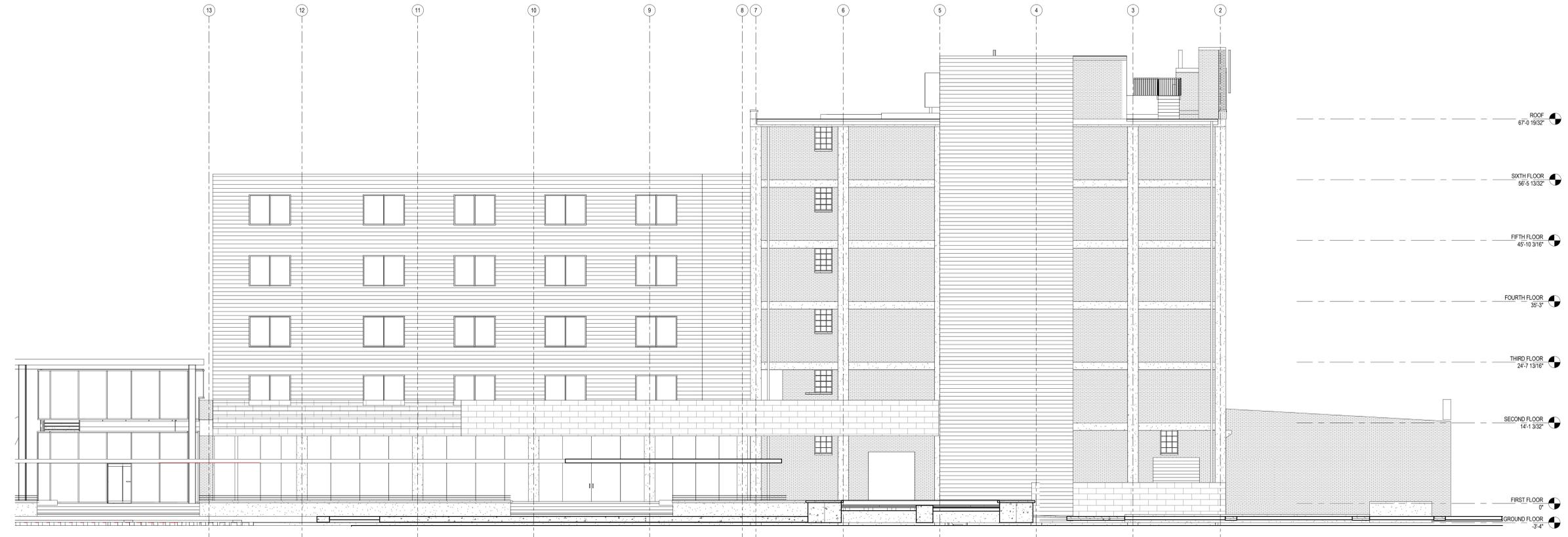
ARCHITECT
Legat Architects
Studio Address Line 1
Studio Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www.legat.com

STRUCTURAL ENGINEER
Structural Engineer Name
Civil Address Line 1
Civil Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www. .com

M.E.P./P.E. ENGINEER
Multi-Disc. Engineer Name
MD Address Line 1
MD Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www. .com



2 East
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

SIGNATURE _____
DATE _____

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

BUILDING ELEVATIONS

The Amin Group
Russell
Construction

**Starwood Element
Hotel**

3## 12th Street
Moline, Illinois 61265

ARCHITECT

Legat Architects
Studio Address Line 1
Studio Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www.legat.com

STRUCTURAL ENGINEER

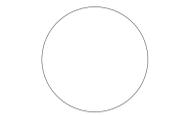
Structural Engineer Name
Civil Address Line 1
Civil Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www. .com

M.E.P./P. ENGINEER

Multi-Disc. Engineer Name
MD Address Line 1
MD Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www. .com



1 WEST-EAST BUILDING SECTION
1/8" = 1'-0"



SIGNATURE
DATE

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

BUILDING SECTIONS

A-300
Project Status

The Amin Group
Russell
Construction

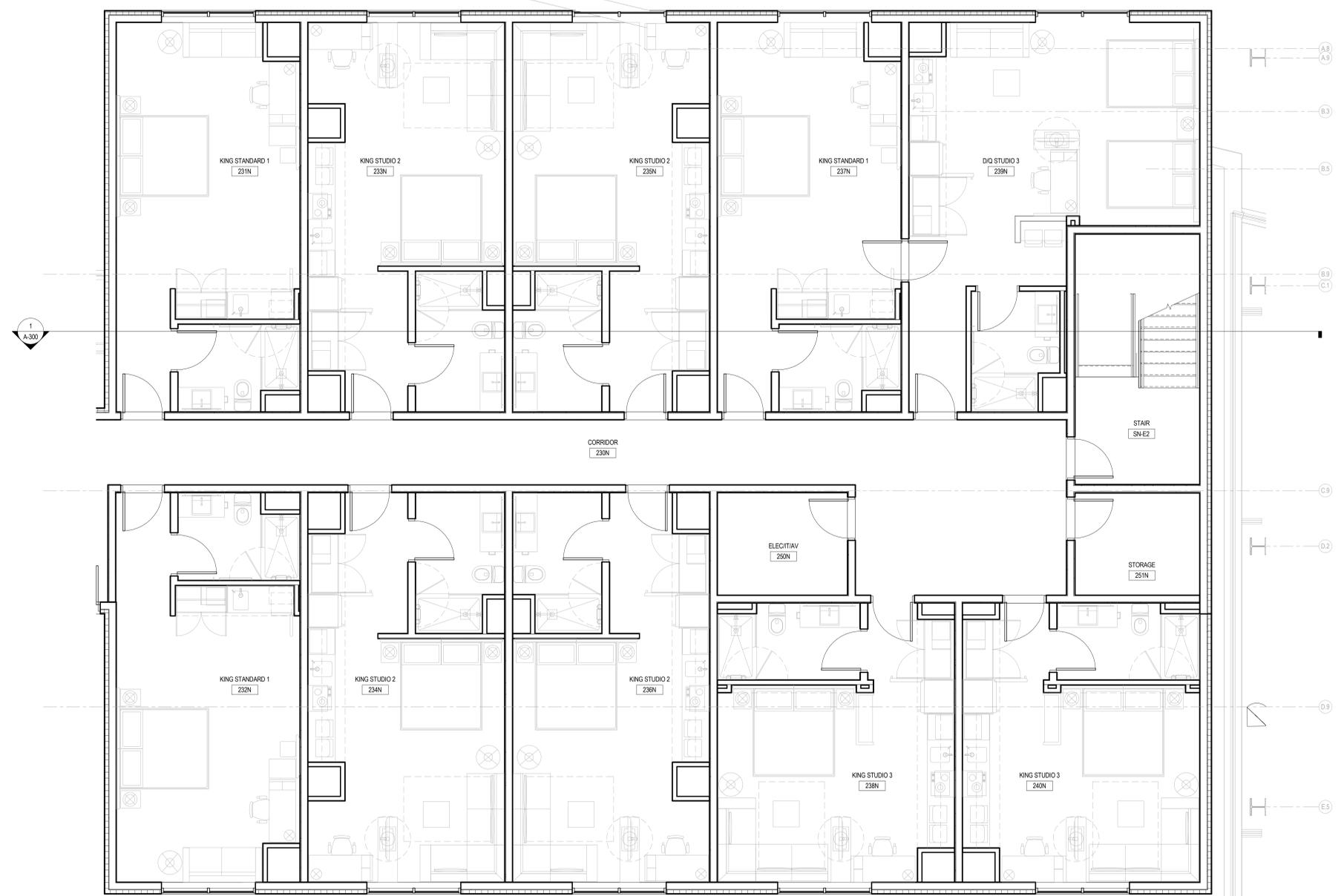
**Starwood Element
Hotel**

3## 12th Street
Moline, Illinois 61265

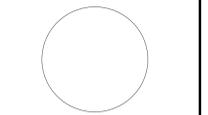
ARCHITECT
Legat Architects
Studio Address Line 1
Studio Address Line 2
P. xxx.xxx.xxx
F. xxx.xxx.xxx
www.legat.com

STRUCTURAL ENGINEER
Structural Engineer Name
Civil Address Line 1
Civil Address Line 2
P. xxx.xxx.xxx
F. xxx.xxx.xxx
www.-.com

M.E.P./P.E. ENGINEER
Multi-Disc. Engineer Name
MD Address Line 1
MD Address Line 2
P. xxx.xxx.xxx
F. xxx.xxx.xxx
www.-.com



1 SECOND FLOOR PLAN - NEW CONSTRUCTION
1/4" = 1'-0"



SIGNATURE _____
DATE _____

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

ENLARGED PLANS

A-400
Project Status

The Amin Group
Russell
Construction

**Starwood Element
Hotel**

3## 12th Street
Moline, Illinois 61265

ARCHITECT

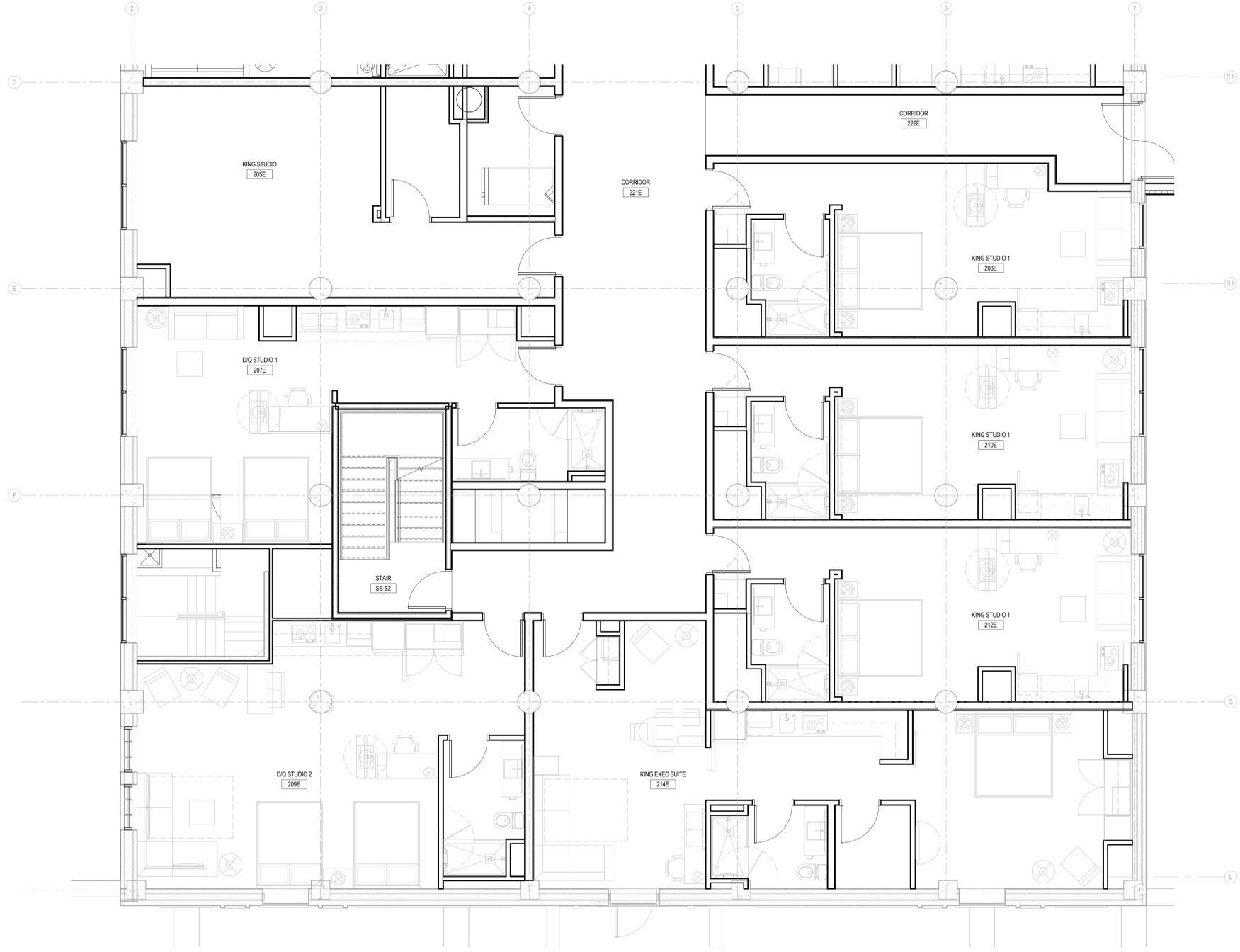
Legat Architects
Studio Address Line 1
Studio Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www.legat.com

STRUCTURAL ENGINEER

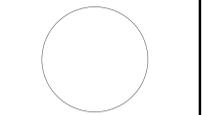
Structural Engineer Name
Civil Address Line 1
Civil Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www.-.com

M.E.P./P.E. ENGINEER

Multi-Disc. Engineer Name
MD Address Line 1
MD Address Line 2
P. xxx.xxx.xxxx
F. xxx.xxx.xxxx
www.-.com



1 SECOND FLOOR PLAN EXISTING BUILDING - SOUTH
1/4" = 1'-0"



SIGNATURE _____
DATE _____

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

ENLARGED PLANS

A-401
Project Status

The Amin Group
Russell
Construction

**Starwood Element
Hotel**

3## 12th Street
Moline, Illinois 61265

ARCHITECT
Legat Architects

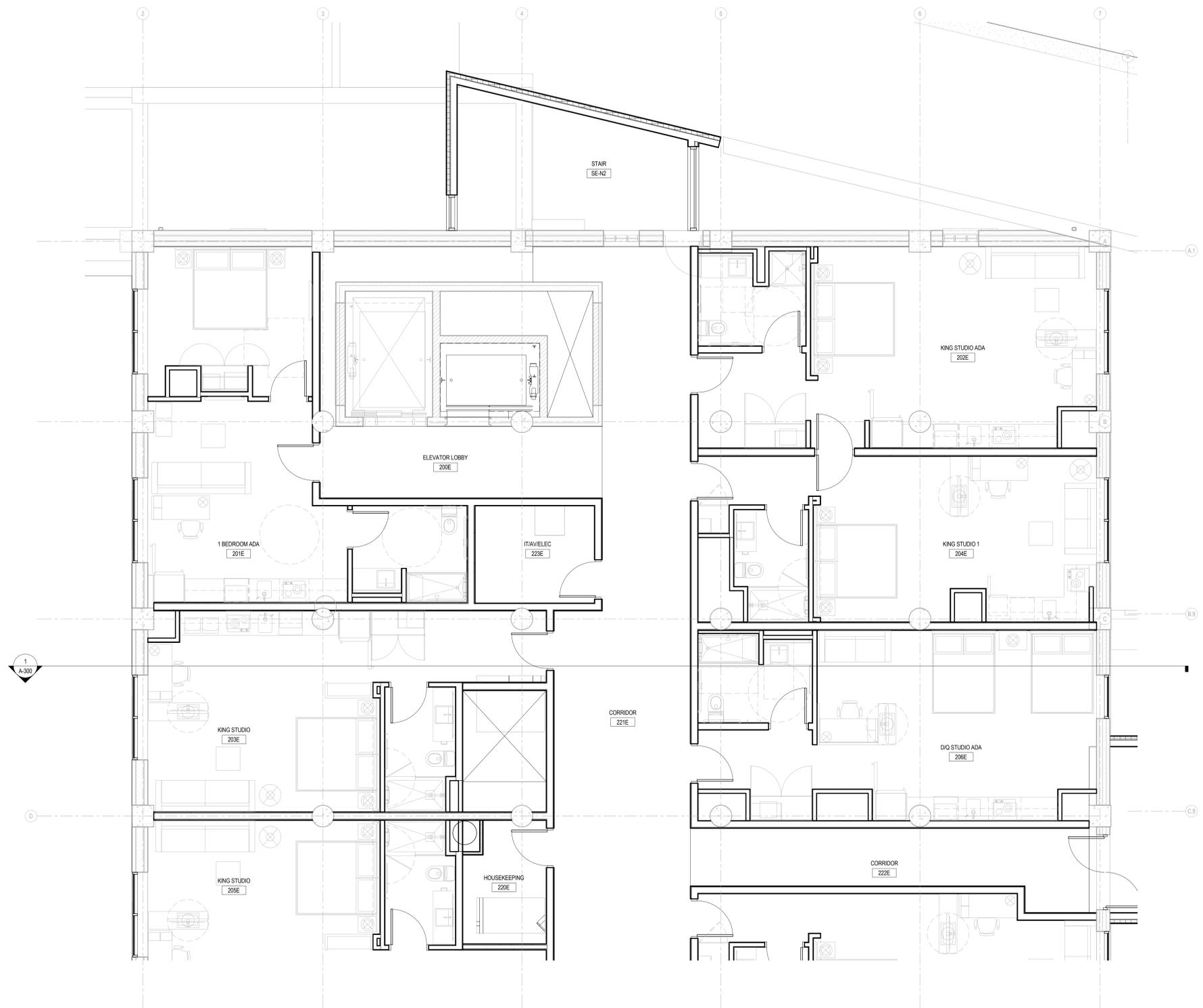
Studio Address Line 1
Studio Address Line 2
P. xxx.xxx.xxx
F. xxx.xxx.xxx
www.legat.com

STRUCTURAL ENGINEER
Structural Engineer Name

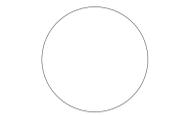
Civil Address Line 1
Civil Address Line 2
P. xxx.xxx.xxx
F. xxx.xxx.xxx
www.-.com

M.E.P./P. ENGINEER
Multi-Disc. Engineer Name

MD Address Line 1
MD Address Line 2
P. xxx.xxx.xxx
F. xxx.xxx.xxx
www.-.com



1 SECOND FLOOR PLAN EXISTING BUILDING - NORTH
1/4" = 1'-0"



SIGNATURE _____
DATE _____

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 2/2/2015
DRAWN BY Author
CHECKED BY Checker

ENLARGED PLANS

A-402
Project Status

The Amin Group
Russell
Construction

**Starwood Element
Hotel**

3## 12th Street
Moline, Illinois 61265

ARCHITECT

Legat Architects

Studio Address Line 1

Studio Address Line 2

P. xxx.xxx.xxxx

F. xxx.xxx.xxxx

www.legat.com

STRUCTURAL ENGINEER

Structural Engineer Name

Civil Address Line 1

Civil Address Line 2

P. xxx.xxx.xxxx

F. xxx.xxx.xxxx

www.legat.com

M.E.P./P.E. ENGINEER

Multi-Disc. Engineer Name

MD Address Line 1

MD Address Line 2

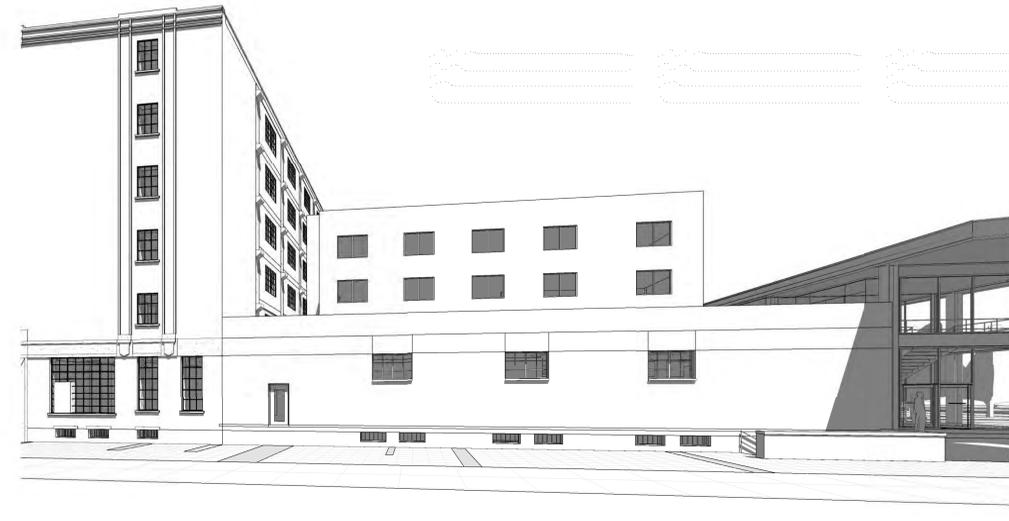
P. xxx.xxx.xxxx

F. xxx.xxx.xxxx

www.legat.com



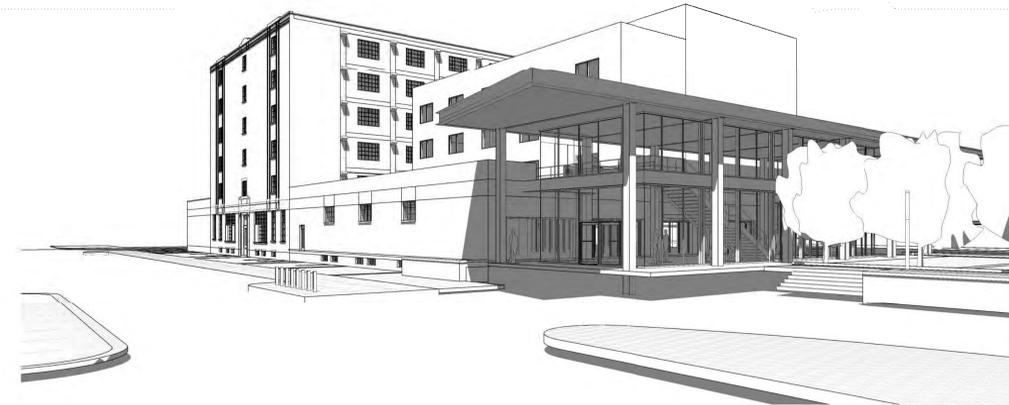
4 NORTHEAST VIEW



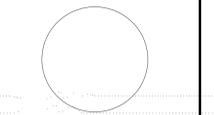
2 SOUTH VIEW



3 SOUTHWEST VIEW



1 SOUTHEAST VIEW



SIGNATURE

DATE

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00

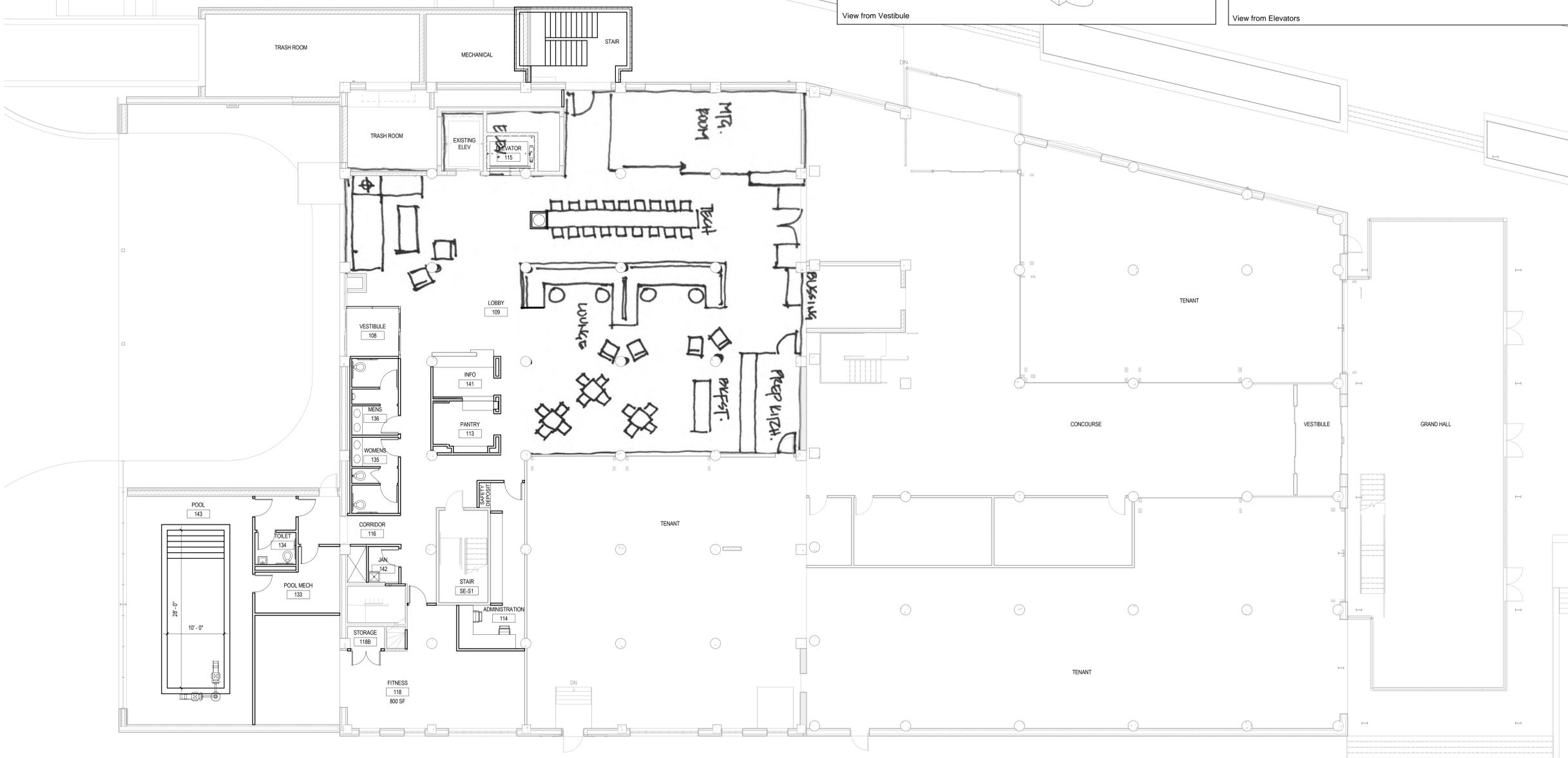
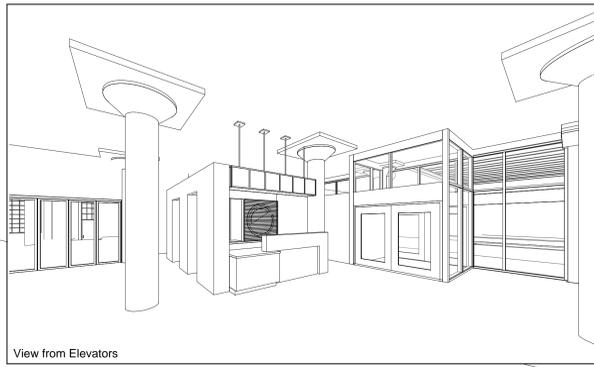
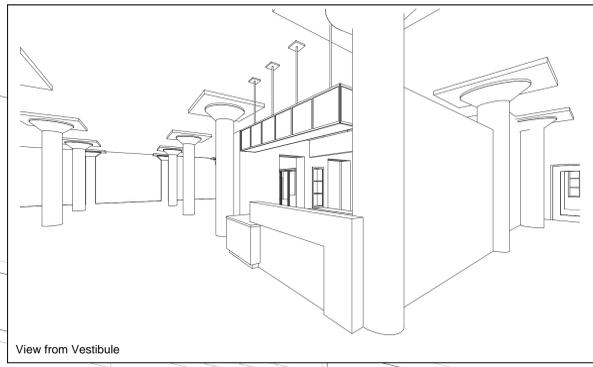
DATE OF ISSUE 2/2/2015

DRAWN BY Author

CHECKED BY Checker

PERSPECTIVES

A-900
Project Status



1 FIRST FLOOR PLAN
1/8" = 1'-0"

SIGNATURE _____
DATE _____

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NUMBER 214133.00
DATE OF ISSUE 11/11/2014
DRAWN BY Author
CHECKED BY Checker

FIRST FLOOR PLAN

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.

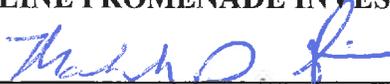
Sec. 12. ACCEPTANCE BY SELLER

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

Council Bill/Resolution No.: 1022-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms in conjunction with the Quad Cities Classic scheduled for Sunday, May 10, 2015.

WHEREAS, Cornbelt Running Club is sponsoring a road race included in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require temporary lane closure of the northernmost east-bound lane of 5th Avenue (Illinois 92) from the westernmost side of 1st Street to the easternmost side of 11th Street, 5th Avenue (Illinois 92) from the westernmost side of 11th Street to the easternmost side of 26th Street (all lanes), 10th Street from the northernmost side of 5th Avenue (Illinois 92) to the southernmost lane of 4th Avenue (all lanes), and the southernmost west-bound lane of 4th Avenue from the easternmost side of 10th Street to westernmost side of 1st Street; and

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

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

That permission to temporarily close the northernmost east-bound lane of 5th Avenue (Illinois 92) from the westernmost side of 1st Street to the easternmost side of 11th Street, 5th Avenue (Illinois 92) from the westernmost side of 11th Street to the easternmost side of 26th Street (all lanes), 10th Street from the northernmost side of 5th Avenue (Illinois 92) to the southernmost lane of 4th Avenue (all lanes), and the southernmost west-bound lane of 4th Avenue from the easternmost side of 10th Street to westernmost side of 1st Street be and it is hereby requested of the State.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 6:30 a.m. to 10:30 a.m. on Sunday, May 10, 2015.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a road race.

BE IT FURTHER RESOLVED that temporary lane closure of the northernmost east-bound lane of 5th Avenue (Illinois 92) from the westernmost side of 1st Street to the easternmost side of 11th Street, 5th Avenue (Illinois 92) from the westernmost side of 11th Street to the easternmost side of 26th Street (all lanes), 10th Street from the northernmost side of 5th Avenue (Illinois 92) to the southernmost lane of 4th Avenue (all lanes), and the southernmost west-bound lane of 4th Avenue from the easternmost side of 10th Street to westernmost side of 1st Street be and it is hereby requested of the State.

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

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

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

March 3, 2015

Date

Passed: March 3, 2015

Approved: March 10, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1023-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the ceding of Home Rule Volume Cap Authority for the calendar year 2015 to the Quad Cities Regional Economic Development Authority in the amount of \$4,311,600.

WHEREAS, the Internal Revenue Code of 1986 provides that the amount of home rule volume cap which may be used by the City of Moline (the "City") as a constitutional home rule unit is equal to its population multiplied by \$100; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 et. seq., provides, among other things, that the corporate authorities of any home rule unit may reallocate to a state agency any portion of its unused allocation of volume cap; and

WHEREAS, the City has available year 2015 volume cap and desires to utilize this cap in cooperation with the Quad Cities Regional Economic Development Authority (QCREDA) to support projects that will create jobs and expand the City's tax base.

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

That the City of Moline, Illinois, hereby authorizes the ceding of Home Rule Volume Cap Authority.

BE IT FURTHER RESOLVED that the City of Moline, Illinois, hereby agrees to reallocate to the Quad Cities Regional Economic Authority (QCREDA) its 2015 home rule volume cap allocation in the amount of \$4,311,600 to be used to support projects that will provide job opportunities and new investments.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to execute a Letter of Agreement with QCREDA consenting to such allocation on behalf of the City as authorized.

BE IT FURTHER RESOLVED that the Finance Director shall provide a notice of such allocation to the Office of the Governor of the State of Illinois and that this resolution shall be effective from and after its passage.

CITY OF MOLINE, ILLINOIS

Mayor

March 3, 2015

Date

Passed: March 3, 2015

Approved: March 10, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

**CITY OF MOLINE
PRIVATE ACTIVITY BOND AUTHORITY HISTORY**

1989	Single Family Mortgage Program
1990	Ceded back to the State
1991	Ceded back to the State
1992	Ceded back to the State
1993	Single Family Mortgage Program
1994	City of East Moline (Water Service Extension Project)
1995	QCREDA
1996	QCREDA (Plastic Products Company)
1997	QCREDA
1998	QCREDA
2000	Single Family Mortgage Program
2001	QCREDA and Illinois Housing Development Authority (50/50)
2002	QCREDA (Heritage Woods Housing Project) and Illinois Housing Development Authority (50/50)
2003	QCREDA (Pheasant Ridge Housing Project)
2004	QCREDA (One Moline Place) and Illinois Housing Development Authority (48/52)
2005	QCREDA and Illinois Housing Development Authority (50/50)
2006	QCREDA and Illinois Housing Development Authority (33/67)
2007	QCREDA and Illinois Housing Development Authority (30/70)
2008	QCREDA (\$1.5M) IHDA (\$2,147,860)
2009	QCREDA (\$2,871,440) IHDA (\$1,000,000)
2010	QCREDA
2011	QCREDA
2012	QCREDA
2013	QCREDA
2014	QCREDA

CITY OF MOLINE

POLICY ON CEDING OF HOME RULE VOLUME CAP

1. Home Rule Volume cap will first be used to support any eligible economic development project within the City of Moline. Private activity bonds allow a business to access below market rate financing for an eligible activity. Current IRS rules restrict the types of uses for private activity bonds to manufacturing projects. These bonds may be issued under certain conditions for residential rental property, airports, docks, wharves, mass communing facilities, high-speed rail facilities, sewage, solid waste or hazardous waste disposal facilities, environmental enhancements of hydroelectric generating facilities, facilities for the local furnishing of electric energy or gas, facilities for the furnishing of water, or local district heating or cooling facilities. As there is a value to the City to be able to offer this type of financing for appropriate projects, it therefore shall be retained as long as possible prior to the May 1st deadline for ceding of authority.

2. If no economic development projects are identified prior, the City of Moline will consider ceding its authority to another area community for a pending economic development project. A neighboring Illinois community may request volume cap to undertake an economic development project. It would be possible that the project could have some benefit to Moline residents (i.e. job creation). Therefore, if the City has no use for its authority and a neighboring community does, the cap would be ceded to the neighboring community.

3. If volume cap is not used to support an economic development project within the City of Moline or is not ceded to another area community for a pending economic development project, the City's volume cap will be ceded to the Quad City Regional Economic Development Authority. Ceding the authority to QCREDA has several advantages. First, it allows the City to control its use until September of each year thereby extending the opportunity to use the volume cap as an economic development tool. Second, it avoids the volume cap allocation reverting to the State and its use completely out of the City's control. Finally, if the volume cap is not used by the City and can be used by QCREDA, it ensures that the project will be used within QCREDA's area of coverage (Rock Island, Henry, and Mercer Counties) with the potential to provide some area-wide or indirect benefit to the City of Moline.

Council Bill/Resolution No. 1024-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING City staff to do all things necessary to implement the 2015-2017 Façade Improvement Program.

WHEREAS, the purpose of the City of Moline's Façade Improvement Program (FIP) is to provide financial assistance to property owners (or tenants with property owner's approval) for the rehabilitation of facades on tax generating structures in Moline's Commercial Districts; and

WHEREAS, all the rehabilitation work must be respectful of the historic character of the building, with every reasonable effort made to preserve the distinguishing original stylistic features of said building; and

WHEREAS, this program has been developed for calendar years 2015, 2016 and 2017 (January 1 – December 31) with funds from the General Fund, and funding for 2016 and 2017 will be determined during the budget process; and

WHEREAS, approval of this resolution will authorize City staff to do all things necessary to implement the 2015-2017 Program on behalf of the City, including application review and approvals, and loan agreement, promissory note, real estate mortgage and personal guarantee execution and recording as necessary in accordance with the application guidelines and requirements.

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

That City staff is hereby authorized to do all things necessary to implement the 2015-2017 Façade Improvement Program; provided, however, that said Program is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 3, 2015

Date

Passed: March 3, 2015

Approved: March 10, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

City of Moline Small Business and Façade Rehabilitation Incentives



Office of Planning & Development
City of Moline
619 16th Street
Moline, IL 61265

City of Moline Small Business and Façade Rehabilitation Incentives

Overview

The purpose of the City of Moline’s Small Business and Façade Rehabilitation Incentives program is to provide small business and property owners with financial assistance to succeed in today’s marketplace. Local business increases local character and prosperity, and community well-being; keeps jobs, wages, and dollars in the local economy; encourages entrepreneurs; sustains the environment through increased walkability; and allows for product diversity and competition. Likewise, the City of Moline wishes to strengthen its existing commercial areas by encouraging extant building reuse and infill design. Projects that involve historic rehabilitation will be reviewed to ensure that the architectural integrity of the building is retained and that every reasonable effort is made to preserve the building’s distinguishing stylistic features.

The City of Moline is able to offer the following programs:

• Storefront Restoration Grant	3
• Traditional Commercial Areas Rejuvenation Program	3
• Revolving Loan Fund	10

Due to limited funding and the annual budget, applicants are encouraged to apply as early in the year as possible.

General Guidelines

- Preference given to locally owned businesses
- Sales tax revenues are the primary source of funding for general municipal operations of the City; therefore, developments that have the greatest potential to produce these types of revenues will be given priority when evaluating funding requests
- All work must be done in compliance with all applicable City and State codes/ordinances
- All work must follow what is approved in the Letter of Commitment
- Applications for projects already underway will not be considered
- Property owners that will also have a Development Agreement with the City are ineligible (such as those tied to tax increment financing or sales tax rebate)
- All monies extended by the City shall be subject to repayment by the applicant/owner to the City should the business fail to meet its agreed upon goals
- Business or property owners can receive assistance through the Small Business and Façade Incentive program twice every 5 years.

For more information:
Planning & Development Department: (309) 524-2035
City of Moline, 619 19th Street, Moline, IL 61265, www.moline.il.us

City of Moline Small Business and Façade Rehabilitation Incentives

Storefront Restoration Grant for Small Businesses

This grant is designed to assist tenants within the City of Moline with building façade improvement, specifically related to street facing storefronts. Projects that assist with the restoration of a building's character and streetscape compatibility are encouraged. Examples of project activities include (but are not limited to): new signage, paint, lighting, or awnings.

Further, preference is given to projects where the removal of overlay materials reveals:

- a. superior design, materials, or workmanship;
- b. historic materials, design, or workmanship; or
- c. where the removal will facilitate the restoration or construction of a façade that is more compatible with the character of the building and surrounding streetscape.

- 1/3 the project cost up to \$2,500
- Facades must be visible from public right-of-way
- Design approval by the Main Street Design Committee required
- Applicants are encouraged to inquire about free design consultation provided by the Main Street Design Committee and the Illinois Historic Preservation Agency
- Awnings cannot display any text, including the business name or logos
- Competitive bids or written proposals required
- Work cannot start until the applicant has received a Letter of Commitment from the City
- Funding for projects is provided as a grant via reimbursement after all project costs have been paid

Traditional Commercial Areas Rejuvenation Program

This program serves to provide financial assistance to building owners for the rehabilitation of facades of property tax generating structures, with priority given to historically and architecturally significant buildings in Moline's commercial areas that predate 1970, including (but not limited to): Downtown, Riverside, Olde Towne, Uptown, and Avenue of the Cities. All rehabilitation work will be reviewed according to the Secretary of the Interior's Standards for Rehabilitation (see page 6) with respect to the building's architectural integrity to ensure that every reasonable effort is made to preserve its distinguishing stylistic features and that the building remains a cohesive element in its surrounding streetscape.

- 1/3 project cost up to \$7,500
- Funds are awarded as a 5 year forgivable loan
- Facades must be visible from public right-of-way
- Competitive bids or written proposals required
- Design approval by the Main Street Design Committee required*
- Applicants are encouraged to inquire about free design consultation provided by the Main Street Design Committee and the Illinois Historic Preservation Agency
- Funding for projects is provided via reimbursement after all project costs have been paid
- Design fees will be reimbursed up to \$500, as part of the overall total, upon project completion
- Work cannot start until the applicant has received a Letter of Commitment from the City
- The entire application process takes approximately 8 weeks

City of Moline Small Business and Façade Rehabilitation Incentives

*If the property owner is also applying for Federal Historic Tax Credits, an additional design review by the Main Street Design Committee is not required. City funding will not be awarded, however, until Part 3 of the Historic Tax Credit application has been received from the Illinois Historic Preservation Agency.

NOTE: Once the annual money allocated for the Storefront Restoration and Traditional Commercial Areas Rejuvenation programs is disbursed no additional funds may be awarded under these programs without specific approval of City Council.

How to Qualify for the Storefront Restoration, and Traditional Commercial Area Programs

Any building owner or store proprietor/tenant with lease authority or authorization from the owner can apply for funding. All property tax payments must be current in order to qualify for participation in the program.

For more information:
Planning & Development Department: (309) 524-2035
City of Moline, 619 19th Street, Moline, IL 61265, www.moline.il.us

The Secretary of the Interior's Standards for Rehabilitation

The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

City of Moline Small Business and Façade Rehabilitation Incentives

Bid/Estimate Submittal

Please attach all bids/estimates to this application.

Description of work: _____

Bid #1: Submitted by: _____ Amount _____

Bid #2: Submitted by: _____ Amount _____

Description of work: _____

Bid #1: Submitted by: _____ Amount _____

Bid #2: Submitted by: _____ Amount _____

Description of work: _____

Bid #1: Submitted by: _____ Amount _____

Bid #2: Submitted by: _____ Amount _____

Description of work: _____

Bid #1: Submitted by: _____ Amount _____

Bid #2: Submitted by: _____ Amount _____

Please which bid you prefer for each description of work listed above.

****All Invoices and Receipts (Proof of Payment) will be required for reimbursement after project completion.****

Building Owner Consent

Building Owner Name _____

Building Owner Mailing Address _____

Building Owner Daytime Phone Number _____

As the legal owner of the property mentioned above, I hereby grant authorization to complete the improvements as indicated on this application. I also stipulate that I have read the entire application and applicant checklist. I understand my responsibilities and obligations as the property owner under this application.

Building Owner Signature _____ Date _____

Tenant Signature _____ Date _____

(If not property owner)

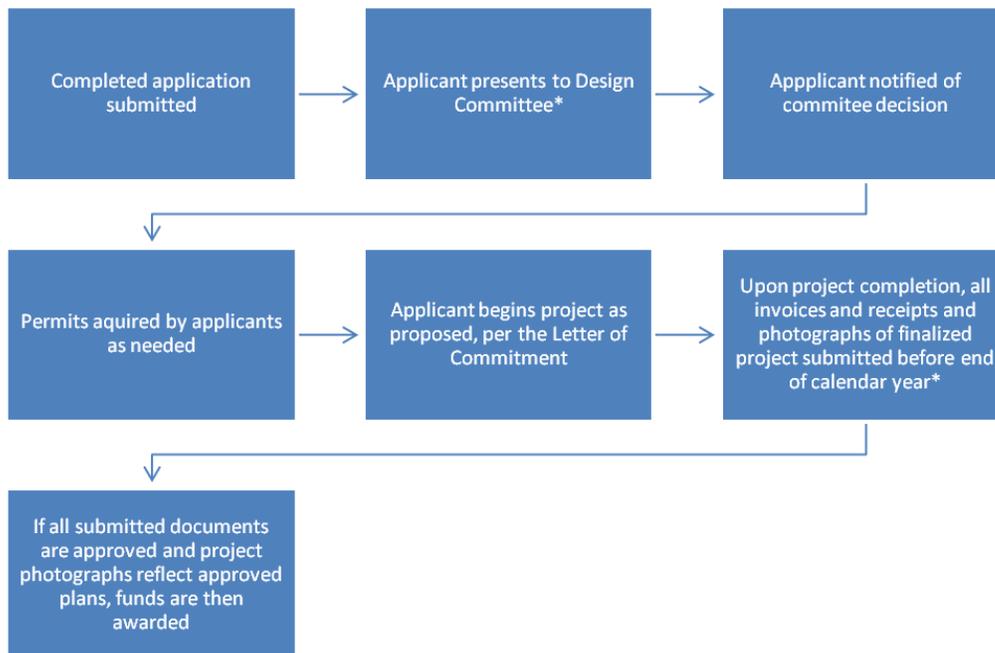
City of Moline Small Business and Façade Rehabilitation Incentives

Supporting Materials

- Detailed Description of Work to Be Completed
- Current photos of the Building and Adjacent Properties
- Sketch, Elevation, or Rendering of Proposed Façade
(showing dimensions, colors, materials, awnings, etc.)
- Copies of All Cost Estimates (two estimates required for each work item)
**note: If façade work is part of a larger remodeling, façade work needs to be separately itemized*
- Schedule of Work to be Completed (must occur entirely during calendar year)*
- Proof of Payment of Property Taxes (www.co.rock-island.il.us)

For owners other than an individual:

- Articles of Incorporation
- Corporate Resolution authorizing the entity to participate in the program



*If the property owner is also applying for Federal Historic Tax Credits, an additional design review by the Main Street Design Committee is not required. City funding will not be awarded, however, until Part 3 of the Historic Tax Credit application has been received from the Illinois Historic Preservation Agency (this does not have to occur within the calendar year).



Right-of-Way Licensing Agreement
Permit Application

<i>For Staff Use Only</i>	
Date:	_____
Case #	_____
\$150.00 Application Fee \$75 for Revision (NON-REFUNDABLE)	

APPLICANT INFORMATION (owner of facilities/structure):

Name: _____ Interest in Property: _____
 Address: _____
 Phone: _____ Email: _____

CONTRACTOR INFORMATION (if different than applicant):

Name of Company: _____ Name of Representative: _____
 Address: _____
 Phone: _____ Email: _____

DESCRIPTION OF THE FACILITIES OR STRUCTURES TO BE INSTALLED IN RIGHT-OF-WAY:

LOCATION OF THE FACILITIES OR STRUCTURES TO BE INSTALLED IN RIGHT-OF-WAY (ATTACH A SITE PLAN):

APPLICANT CHECKLIST:

(Application is not complete unless the following materials are included:)

- APPLICATION FEE - Check made out to "City of Moline" in the amount of \$150:
- Drawings, plans and specifications showing the work proposed, certified by an engineer that such drawings, plans and specs comply with applicable codes, rules and regulations:
- Evidence of Insurance as required in Sec 6-1107 of Moline Code of Ordinances:

Signature of Applicant: _____ Date: _____

City of Moline Small Business and Façade Rehabilitation Incentives

Revolving Loan Fund Program

The City of Moline Revolving Loan Fund (RLF) Program is an opportunity for an entrepreneur/business person to obtain supplemental financing for a project.

The specific guidelines and policies of the program are outlined as follows:

Overall Intent - The overall intent of the RLF is to encourage the expansion and development of viable business/industrial activity in the City of Moline. The RLF will be targeted to those businesses and industries that cannot obtain economically feasible financing because of conventional interest rates and lending/exposure limits applied by local lending institutions. The RLF program is intended to provide the funds that make the project viable by filling the financing gap created by these conditions. Other financial commitments must be in place at the time of application. No loan shall be made from the program where there is reasonable doubt as to the ability of the borrower to repay the loan.

Job/Cost Ratio - A minimum of one job created per \$ 10,000 loaned. Full Time Equivalent must be created within two years.

Leverage - The purpose of this program is to supplement financing for projects for entrepreneurs and business people that “but for” this assistance, the project could not proceed. The applicant will be required to provide a Justification of Public Financing document from their financial institution identifying the following:

- Total Cost of Project
- Amount Financed
- Remaining Amount of Funds Needed
- Reason Financial Institution is Unable to Fund Full Amount of Project

Loan Use - The loan program shall be available for use towards working capital financing to locate, expand, or retain their operation within the area. The loans can be used for but are not limited to construction of buildings, reuse and modernization of facilities, purchase of equipment and purchase of inventory. RLF loans shall not subsidize or refinance existing business loans.

Loan Term - The term of the loan shall not exceed 10 years.

Interest Rate – The interest rate will be 50% below Prime rate or at Prime rate as determined by bankrate.com and signed off by applicant when application submitted.

Personal Guaranty - Generally required by any principal owning 20% or more of the company.

Equity and Collateral Requirements - The borrower will be required to provide a minimum of 10 percent equity into the project. All loans shall be secured by collateral in an amount at least equal to the face value of the loans. Collateral requirements may vary as a function of amount, equity, and purpose. A first position lien on fixed assets and property is preferred security, but a secured subordinate position to another lender may be permitted. Assets other than cash that are used for collateral must be documented by appraisals or other appropriate valuation techniques. In projects involving direct working capital loans, the RLF will obtain collateral such as liens on inventories, receivables, fixed assets, and/or other available assets of the borrowers. Such liens shall be subordinate only to existing liens of record and other loans involved in the project. When appropriate, the borrower will be required to provide life insurance, fire hazard, or normal business insurance on all assets for the term and in the amount of the loan. Where required, the borrower shall also obtain flood insurance on property assigned as collateral.

City of Moline Small Business and Façade Rehabilitation Incentives

Revolving Loan Fund Program – Continued...

Average Loan Size – The minimum loan amount shall be \$10,000 with the maximum loan not exceeding \$100,000. No loan shall exceed the outstanding balance of the RLF account or 50% of the total project cost.

Approval – Approval of a RLF loan is determined by the City's Loan Committee with final approval from City Council.

Federal Regulations - All borrowers must comply with federal and state laws relating to civil rights, environmental protection, equal opportunity employment, flood protection, Davis-Bacon, access for the physically handicapped, affirmative action, historic sites, monthly employment reporting, and other regulations and assurances as required.

Ineligible RLF Activities:

- Speculative activities, such as land banking and the construction of speculative buildings since they do not normally result in the near-term job creation or retention.
- Loan activities and economic benefits resulting from activities that are not located in the City of Moline. RLF assistance must be withdrawn if for any reason the activity financed is moved from the eligible area.
- Loans which assist the relocation of jobs from another labor area.
- Loans for the purpose of investing in high interest accounts, certificates of deposit or other investments.
- Loan guarantee program.
- RLF loans used as substitute for private capital, where conventional loans can be obtained.

For more information:
Planning & Development Department: (309) 524-2035
City of Moline, 619 19th Street, Moline, IL 61265, www.moline.il.us

City of Moline Small Business and Façade Rehabilitation Incentives

Definitions

Architectural integrity is the ability for a property to convey its original design through the combination of elements that create the form, plan, space, structure, and style of a property.

Business plan is a formal statement of a set of business goals, the reasons why they are believed attainable, and the plan for reaching those goals. It also contains background information about the organization or team attempting to reach those goals.

Equity investment is the monetary value of property or business beyond any amounts owed on mortgages, claims, liens, etc., which is utilized to carry out a project.

Forgivable loan is an assistance extended by the City of Moline to the applicant/owner that is subject to a standard legal agreement, mortgage on the improved property, and a promissory note. The loan is generally reduced 20% each year after reimbursement until the end of the term (5 years) at which time it is considered "Paid in Full."

Historic rehabilitation is the act of making changes to a physical structure that is over 50 years of age that will increase its stabilization or enhance its design or appearance.

Land banking is the practice of purchasing raw land with the intent to hold on to it until such a time as it is profitable to sell.

Main Street Design Committee is a group of volunteers that are professionals in the fields of architecture, historic preservation, city planning, and real estate that meet periodically at City Hall to review commercial rehabilitation projects assisted by the City.

Additional Resources

Illinois Small Business Development Center (SCDC) provides confidential one-on-one, no-cost business counseling to help prospective and established business owners make sound decisions about the feasibility of starting a business and the successful operation of a small business. For more information visit <http://www.sbdc.bhc.edu>

SCORE is meant to assist with developing an initial business plan, obtaining financing, and marketing procedures. SCORE offers free business counseling in many areas. Members are available on Tuesdays and Thursdays (10:00 AM-12:00 noon) at the Quad Cities Chamber-Moline office. For more information visit <http://quadcities.score.org/>

Quad Cities Chamber of Commerce exists to ensure the success of its partner businesses and to continually enhance the region's economic vitality and quality of life. For more information visit <http://www.quadcitieschamber.com>

For more information:
Planning & Development Department: (309) 524-2035
City of Moline, 619 19th Street, Moline, IL 61265, www.moline.il.us

Council Bill/Resolution No. 1025-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Sixth Amendment to the Memorandum of Understanding between the City of Moline and the Project Management Team for the conduct of the operations related to the Moline Centre Redevelopment Plan.

WHEREAS, the present structure of the Project Management Team recognizes the need to restructure to better carry out the objectives of the Moline Centre Redevelopment Plan; and

WHEREAS, the Memorandum of Understanding adopted on October 22, 1991, and amended on February 9, 1993, June 20, 1995, October 12, 1999, March 11, 2008, and May 26, 2009, should be amended as set forth in Exhibit A to this Resolution.

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 Sixth Amendment to the Memorandum of Understanding between the City of Moline and the Project Management Team for the conduct of the operations related to the Moline Centre Redevelopment Plan; provided, however, that said Amendment is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that in all other respects, all the remaining terms, conditions and provisions in the aforementioned Memorandum of Understanding shall remain in full force and effect with exception of those matters set forth hereinabove.

CITY OF MOLINE, ILLINOIS

Mayor

March 3, 2015

Date

Passed: March 3, 2015

Approved: March 10, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

SIXTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING CITY OF MOLINE AND PROJECT MANAGEMENT TEAM MOLINE CENTRE PROJECT

WHEREAS, a Memorandum of Understanding between the CITY OF MOLINE and the PROJECT MANAGEMENT TEAM was executed by the parties in accordance with Resolution No. 252-91, adopted October 22, 1991; and

WHEREAS, a First Amendment to the Memorandum of Understanding was executed by the parties in accordance with Resolution No. 38-93, adopted February 9, 1993; a Second Amendment Resolution No. 147-95, adopted June 20, 1995; a Third Amendment Resolution No. 279-99, adopted October 12, 1999; a Fourth Amendment Resolution No. 1044-2008, adopted March 11, 2008; and a Fifth Amendment Resolution No. 1065-2009, adopted May 26, 2009; and

WHEREAS, the present structure of the Project Management Team recognizes the need to restructure to better carry out the objectives of the Moline Centre Redevelopment Plan.

NOW, THEREFORE, THE PARTIES to said Memorandum of Understanding agree that the Memorandum of Understanding adopted on October 22, 1991, and its subsequent amendments be further amended by substituting the following numbered sections for those currently in the Memorandum of Understanding.

1. "Section I – Creation of Project Management Team. The City has agreed to create a Project Management Team (PMT) responsible for preparing and presenting a Memorandum of Understanding for the implementation of the Moline Comprehensive Plan Updates: Moline Centre, Floreciente and Edgewater to be known and referred to the Moline Riverfront Plan. The PMT will have only those powers given to them by previous or future Council rulings and ordinances, and those given by this Memorandum. All other activities requiring action or decision will require specific approval of the Council.

The PMT is charged with reviewing development projects and providing recommendations regarding said development projects in the Tax Increment Financing District#1, #5 (KONE), #11 (Multi-Modal), and #12 (RiverBend Commons), as well as those areas not currently in a TIF District but that fall within the boundaries of the Moline Riverfront Plan. Further, the PMT shall serve as a vehicle for communication between such organizations as the Design Build Management Team, Property Owner's Group, Moline Centre Main Street, Western Illinois University and the City of Moline."

2. "Section XII – Term of PMT. The Project Management Team will exist until the expiration of the initial Tax Increment Financing District in 2021 and/or the useful life of the Moline Riverfront Plan, which is expected to be 2024."

The parties also agree that all the remaining terms, conditions and provisions in the aforementioned Memorandum of Understanding shall remain in full force and effect with exception of those matters set forth herein above.

IN WITNESS WHEREOF the parties, by their official representatives, affix their hands and seals (if any) to this Sixth Amendment to the Memorandum of Understanding this _____ day of _____, 2015.

CITY OF MOLINE, ILLINOIS

PROJECT MANAGEMENT TEAM

Mayor

Chairman

ATTEST:

ATTEST:

City Clerk

Secretary

APPROVED AS TO FORM:

City Attorney

Council Bill/Resolution No. 1026-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the concept of a development project as proposed to be constructed on the 48,000 sq. ft. site of the former John Deere Collectors Center at the corner of 17th Street and 3rd Avenue A, Moline, Illinois, commonly known as 320 16th Street; and

AFFIRMING the intent of the City to enter into a purchase agreement and a development agreement for said project; and

AUTHORIZING City staff to negotiate a purchase agreement and a development agreement exclusively with Revive Community Development Co., LLC (“Revive”) for a term of 12 months, which agreements shall be subject to further review and approval by the City Council.

WHEREAS, Revive and the City of Moline mutually desire to develop the City-owned vacant land described above; and

WHEREAS, it is necessary to provide purchase terms and certain financial and economic incentives to ensure the extension of public infrastructure and development of this undeveloped land to facilitate and stimulate new private sector investment; and

WHEREAS, Revive is seeking time to complete due diligence on the site as well as the engagement of market research to study the multi-family residential and condominium market related to the development potential of the site; and

WHEREAS, Revive is also seeking time to gather architectural schematic design and renderings, construction set drawings, construction scope, costs, contractual agreements, zoning, entitlement, permitting, and a development agreement; and

WHEREAS, Revive and the City Administration will work to provide quarterly updates to the City Council regarding the research on the feasibility of the development in order to facilitate the due diligence and lessen the needed time to perform the decision and negotiation process.

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

That City staff is hereby authorized to negotiate a purchase agreement and a development agreement exclusively with Revive for the development of the property located on the 48,000 sq. ft. site of the former John Deere Collectors Center at the corner of 17th Street and 3rd Avenue A, Moline, Illinois, commonly known as 320 16th Street; which agreements shall be subject to further review and approval by the City Council. The term of this Resolution shall be 12 months.

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to the City's Home Rule powers provided in Article VII of the Illinois Constitution and is intended to supersede and control over any conflicting or contrary statute, rule or pronouncement of State law.

BE IT FURTHER RESOLVED that City staff is authorized to proceed by negotiation for the ultimate sale or lease of municipal real property needed for this project; however, any such final sale or lease shall be by ordinance and subject to final approval by the City Council.

BE IT FURTHER RESOLVED that the intentions, affirmations and authorizations of the City of Moline as expressed in the recital of the project identified herein are approved as to concept; provided, however that neither and none of such intentions, affirmations, authorizations or recitals are binding upon the City nor may the same be relied upon by any person or entity, to such entity or person's detriment, or for any reason whatsoever, whether third person or otherwise; and provided further that any and all such agreements referenced herein shall be separately reviewed and approved by the City Council subsequent to this Resolution and also approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

March 3, 2015

Date

Passed: March 3, 2015

Approved: March 10, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney



REVIVE

COMMUNITY DEVELOPMENT

February 24, 2015

Mr. Lew Steinbrecher
City Administrator
City of Moline
619 16th Street
Moline, IL 61265

RE: Exclusive Right to Develop
Former John Deere Collectors Center Site – 17th St. & 3rd Ave. A

Dear Lew:

On behalf of Kent Pilcher, Myron Scheibe and myself we express our thanks for the meeting that you, Ray Forsythe and Mayor Raes hosted at City Hall on February 13th. We are intrigued by the opportunity to explore the development of the site.

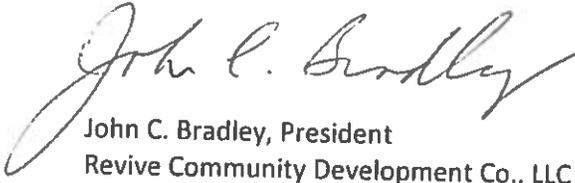
Revive Community Development Co., LLC ("Revive") hereby commits to utilizing its resources to develop the property, according to the needs of the marketplace and the desires of the City. We acknowledge the desire of the City to create a parking deck containing approximately 350 spaces, and to create residential apartments and condominiums above the parking deck. We would, with these purposes in mind, coordinate the following development activities:

- Engagement of market research to study the multi-family residential and condominium market in Moline, and more specifically in downtown Moline;
- Coordination with Shive-Hattery of architectural schematic design and renderings, and ultimately construction set drawings;
- Coordination with Estes Construction of construction scope, costs and contractual agreements;
- Engagement with the City of Moline related to zoning, entitlement, permitting, and development agreement.

In exchange for committing its resources, Revive will require an exclusive right to develop for a period of one year. We look forward to reviewing agreements previously employed by the City for transactions of this nature. We acknowledge that the City wishes to recoup its investment of \$1,035,000 for the purchase of the site, and that in our meeting the City discussed availability of Tax Increment Financing and Enterprise Zone incentives.

Revive anticipates and looks forward to forming a team of professionals to advance the development. Please contact me at your earliest opportunity to proceed with written agreements. We are very excited to get to work.

Regards,



John C. Bradley, President
Revive Community Development Co., LLC

CC: Ray Forsythe, Director of Planning & Development, City of Moline ✓
Myron Scheibe, Shive-Hattery
Kent Pilcher, Estes Construction

Council Bill/Resolution No. 1027-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with Ronald Washburn for property located at 1101 4th Avenue, Moline, Illinois; and authorizing City staff to do all things necessary to complete said sale pursuant to the terms of the Agreement.

WHEREAS, the City wishes to acquire the property located at 1101 4th Avenue, Moline, Illinois; and

WHEREAS, Ronald Washburn is the owner of the property and has agreed to sell and convey said property to the City for \$247,500 pursuant to the terms and conditions set forth in the Agreement.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate with Ronald Washburn for property located at 1101 4th Avenue, Moline, Illinois (Parcel Number 5815), for \$247,500; provided, however, that said Agreement is in substantially similar form and content as that attached hereto as Exhibit A and has been approved as to form by City Attorney.

BE IT FURTHER RESOLVED that the same officials are hereby authorized to execute all necessary documents referenced therein; and all appropriate City officers and staff are further authorized to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referenced to in such Agreement.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage.

CITY OF MOLINE, ILLINOIS

Mayor

March 3, 2015

Date

Passed: March 3, 2015

Approved: March 10, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Buyer**"), located in Moline, Illinois, and **RONALD WASHBURN**, a single man, (hereinafter "**Seller**"), located at 1101 4th Avenue, 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 1101 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 Seller will sell the Property to the Buyer, and the Buyer will purchase the Property from the Seller and pay therefore the amount of **Two Hundred Forty Seven Thousand Five Hundred and No/100ths Dollars (\$247,500.00)** (hereinafter "**Purchase Price**") payable by check to Seller at time of closing.

Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before the **15th day of June, 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 Seller, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Seller and Buyer shall enter into a Post-Closing Possession Agreement for the Property simultaneously with the closing. Said Post-Closing Possession Agreement shall set forth the Agreement between the parties as to possession.

Sec. 3. CONVEYANCE OF PROPERTY

- (a) Form of Deed. The Seller shall convey title to the Property by standard Warranty Deed ("**Deed**") provided, however, that Seller hereby represents that Seller knows of no fault or defect, whether environmental or otherwise. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:
1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and

2. All easements of record; and
3. Matters that would be revealed by an ALTA survey of the Property.

(b) Proration of Taxes and Adjustments.

1. Seller 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 mortgages, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required. Seller shall, at his 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. Seller 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 represents 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 after conducting its Due Diligence, as described below. However, if Buyer, in its sole and absolute discretion determines that the results of any inspection, test, or examination do not meet Buyer's criteria for purchase, financing, or operating of the Property in the manner contemplated by Buyer, or if the information disclosed does not otherwise meet Buyer's investment criteria or underwriting for any reason whatsoever, or if Buyer, in its sole discretion, otherwise determines that the Property is unsatisfactory to it, then Buyer may terminate this Agreement by written notice to Seller, given not later than the last day of the Due Diligence Period, set forth below. Upon such termination, the Earnest Money, together with all interest accrued thereon, shall be returned immediately to Buyer, and except as otherwise provided in this section, neither party shall have any further liability to the other hereunder.

2. A. Due Diligence. For a period of three (3) months after the date of acceptance of this Agreement by the Buyer ("Due Diligence Period"), unless such time is extended by agreement of the parties in writing, Buyer and its agents and representatives shall be entitled to inspect, test and examine the Property, which includes, but shall not be limited to, making investigation with regard to environmental requirements and environmental assessments such as Phase I environmental assessments and, if Buyer deems necessary, Phase II environmental assessments.

B. Neither Buyer nor any of its agents or representatives shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer's sole cost and expense.

(b) Utility Payments. Utility payments, including but not limited to, water, sewer, storm sewer, electricity, and gas bills, for service incurred up to the date of closing shall be the responsibility of the Seller. Responsibility for utility payments for services incurred after the closing shall be paid by Seller as stated in the Post-Closing Possession Agreement executed simultaneously with closing.

**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. 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. 7. 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. 8. 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. 9. 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. 10. ASSIGNMENTS AND TRANSFERS PROHIBITED

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said Property prior to Closing.

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

IN WITNESS WHEREOF, The City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this _____ day of _____, 20__.

City of Moline (Buyer)

Attest:

Scott Raes, Mayor

Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND)

ss:

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

Prepared by:

Amy L. Keys
Deputy City Attorney
City of Moline
619 16th Street
Moline, IL 61265
Phone: (309) 524-2021
Fax: (309) 524-2020

SCHEDULE A

Legal Description

Lots Number Four (4) and Five (5) in Block Number One (1) in that part of the City of Moline known as and called "Pitts, Gilbert and Pitts Second Addition, situated in the County of Rock Island, in the State of Illinois.

Council Bill/Resolution No. 1028-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the purchase of a 2015 Ford E-450 Cab and Chassis with Ambulance Remount pursuant to the terms of the Remount Estimate Quote from Sentinel Emergency Solutions for the amount of \$95,303.

WHEREAS, the cab and chassis for Ambulance #165 has exceeded its useful life and is budgeted for a body remount in 2015; and

WHEREAS, the City has had success in past years by remounting ambulance bodies on a new cab and chassis and returning those units to frontline service; and

WHEREAS, Fleet Services has contacted Life Line Ambulances, the original manufacturer of the unit, and received a written quote from their local dealer, Sentinel Emergency Solutions, for a remount of the existing ambulance body on a new 2015 Ford E-450 cab and chassis for the amount of \$95,303.

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 the purchase of a 2015 Ford E-450 Cab and Chassis with Ambulance Remount pursuant to the terms of the Remount Estimate Quote from Sentinel Emergency Solutions for the amount of \$95,303; provided, however, that said Remount Estimate Quote 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

March 10, 2015

Date

Passed: March 10, 2015

Approved: March 24, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Quote for: City of Moline / J.D. Schulte
Dealer: Sentinel Emergency Solutions / Bill Hemm
Serial #90498SAD



Remount Estimate Quote

Date: 2/17/2015

Standard Remount - E chassis to E chassis
2015 Ford E-450 with V10 Gas Engine
Modify - Change to Pass Thru (Sliding Window)
Life Line Keeps Chassis

Exterior:

- 1 Running boards to include grip strut

Interior:

- 1 Upgrade electrical to TouchPad system
- 2 Install new Tecniq LED dome lights N/C
- 3 Add Norcold 12V Fridge in Lower pass thru cabinet. Countertop with 1" Lip to the Top of Cabinet. Formica to match existing as close as possible.
- 4 Flooring - Color TBD N/C

Paint & Lettering:

- 1 Lower cab and module painted two tone (white over red) 50/50
- 2 Paint wheels white
- 3 1.00" Gold Scotchlite at paint break on module and cab per photo supplied.

Grand Total	\$95,303.00
--------------------	--------------------

"Pricing Good 60 Days After Quoting" SJ
Warranty on Life Line Remount is 2 year/24,000 mile

Council Bill/Resolution No. 1029-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Fleet Manager to purchase a compact excavator for the Water and Street Divisions of Public Works from Martin Equipment, Rock Island, Illinois, for \$140,935.

WHEREAS, the vehicle replacement plan has funds available for the budgeted purchase of a compact excavator in 2015; and

WHEREAS, for the most advantageous approach for the community and to maximize utilization of the equipment from seasonal demands, this unit will be cost shared between the Water and Street Divisions; and

WHEREAS, Fleet Services is recommending that a budgeted impactor be provided by Martin Equipment, purchased as a Sole Source Procurement in accordance with Chapter 27, Section 27-3105 and Section 27-4101, of the Moline Code of Ordinances; and

WHEREAS, the unit selected will be able to share attachments with the backhoes currently in the fleet; and

WHEREAS, Martin Equipment in Rock Island, Illinois, proposes to furnish said equipment for the amount of \$140,935.

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 by the Fleet Manager to purchase a compact excavator for the Water and Street Divisions of Public Works from Martin Equipment, Rock Island, Illinois, for \$140,935; provided, however, that said quotation 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

March 10, 2015
Date

Passed: March 10, 2015

Approved: March 24, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney



J.D. SCHULTE
FLEET SERVICES
CITY OF MOLINE
3635 4th Avenue
Moline, Illinois 61265
jschulte@moline.il.us
P : 309.524.2380
F : 309.524.2389

To: Mike Waldron, Public Works Director
From: J.D. Schulte, Fleet Manager
Subject: Sole Source Procurement-NPK
Date: February 18, 2015

Chapter 27, Section 27-3105 of the Moline Code of Ordinances provides that the appropriate purchasing official may determine, after a good faith review, that there is only one source for the required item and the contract may be awarded without competition.

Chapter 27, Section 27-4101 (4) provides the use of a brand name or equal specification when it is in the City's best interest.

The Fleet Services Division has budgeted to purchase an impactor as an attachment for an excavator in the 2015 budget. We have standardized to the NPK brand of impactor. These units are used to get below the pavement or surface when accessing water mains or remove a paved surface for repair or replacement. The NPK brand of impactor is rebuildable and designed with removable wear sleeves and replaceable components versus replacement of the entire main body of the unit. An NPK impactor can typically be rebuilt for about ½ the cost of a main body replacement and less than 25% of the cost of a new unit.

Fleet Services staff is confident that this model of impactor will function with high levels of efficiency with minimal maintenance for the expected life of the unit. NPK has pre-established territories and built a dealer network to serve those territories. Martin Equipment, the John Deere Construction Dealer in Rock Island, is the dealer for the City of Moline.

Fleet Services is recommending that the budgeted impactor be provided by Martin Equipment from Rock Island, purchased as a Sole Source Procurement in accordance with Chapter 27, Section 27-3105 and Section 27-4101 of the Moline Code of Ordinances.



Martin Equipment
 3720 85th Avenue West
 Rock Island, IL 61201
 (309) 787-6108

Quote Issued To : CITY OF MOLINE MUNICIPAL SERVICES 3635 4TH AVENUE MOLINE , IL , 61265 309-524-2381	QUOTATION Quote # : 4008990 Issue Date : 2/18/2015 Expire Date : 3/13/2015 Est Delivery : 5/12/2015 FOB : ROCK ISLAND
Quote Issued By : Franks, Brad	

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	Sale Price
017699	2015	JOHN DEERE	85G	1FF085GXLEJ017699	2	124,185.00
CRAWLER RUBBER PAD-450MM 20" 6'11" (2.12M) ARM W/BKT CYL AUX. HYD. INSTALLED TO RUN HAMMER, THUMB & COMPACTOR WERK BRAU MECHANICAL COUPLER WERK BRAU HYD. MAIN PIN THUMB WERK BRAU 36" SMOOTH BUCKET						
Total:						124,185.00

ADDITIONAL ITEMS

Description	Taxable	Price	Tax	Total
2015 NPK PH4 Hammer	N	16,750.00	0.00	16,750.00
Dedicated Top Bracket For 310SG Style Brackets To Match Your Existing Inventory	N	0.00	0.00	0.00
This Hammer Is Not On The NJPA Contract	N	0.00	0.00	0.00
	N	0.00	0.00	0.00
Total of Additional Items :				16,750.00

Notes

THIS MACHINE COMES WITH A 3 YEAR / 2,500 HR. POWER TRAIN + HYD. WARRANTY
 THIS PRICING IS THRU JOHN DEERE / NJPA (NATIONAL JOINT POWERS ALLIANCE)
 THIS MACHINE IS IN STOCK @ ROCK ISLAND

QUOTE SUMMARY

Total Sale Price :	124,185.00
Less Trade Allowance :	0.00
Additional Taxable Items :	0.00

Subtotal:	124,185.00
Sales Tax :	0.00
Additional Nontaxable Items :	16,750.00
Total :	140,935.00

Acceptance Signature: _____ **Date:** _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.

Council Bill/General Ordinance No. 3005-2015
Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

1522 36th Avenue.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation, and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit A, is hereby annexed to the City of Moline, Illinois:

Lot Number Six (6) in “John G. Scheuermann’s 3rd Addition”, according to the recorded plat thereof, located in the Southeast Quarter (¼) of Section Eight (8), in Township Seventeen (17) North, Range One (1) West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

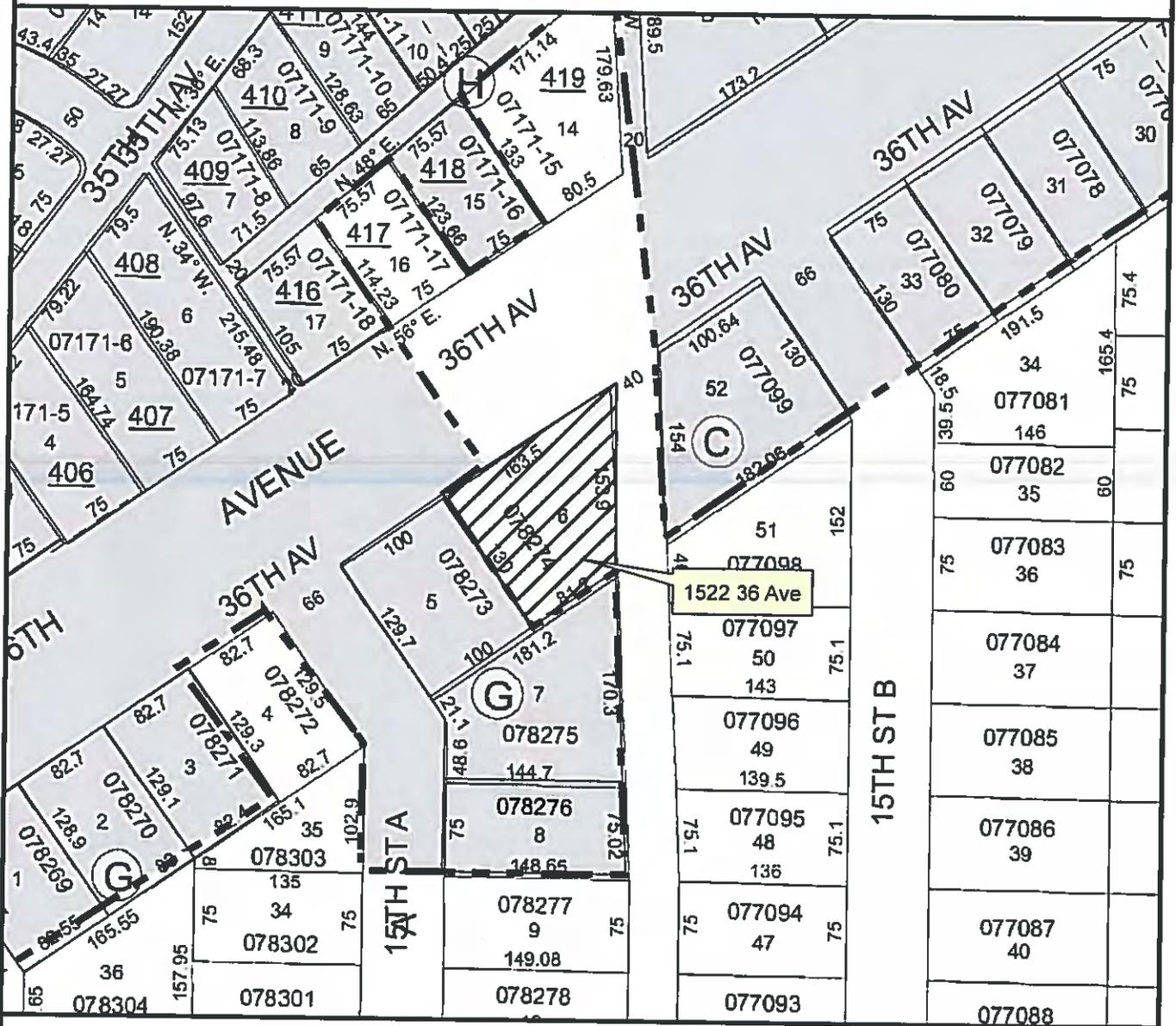
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

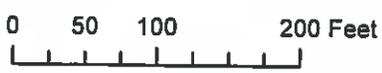
City Attorney

PLAT OF ANNEXATION to the City of Moline, Illinois



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed



This plat represents property annexed by the City of Moline by Ordinance No. _____ passed _____, 20____.

Scott Hinton, P.E., City Engineer

Prepared by the City of Moline Planning & Development Department

Council Bill/General Ordinance No. 3006-2015
Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

3727 15th Street D.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation, and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit A, is hereby annexed to the City of Moline, Illinois:

Lot Number Ten (10) in Marydel Manor First Addition, a subdivision in the Southwest Quarter (SW ¼) of Section 9, Township 17 North, Range 1 West of the Fourth Principal Meridian, also, an undivided 1/9 interest in the well located between Lots 5 and 6, located in the aforementioned subdivision, situated in the County of Rock Island, in the State of Illinois.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3007-2015
Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

3815 15th Street D.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation, and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit A, is hereby annexed to the City of Moline, Illinois:

Lot #14 of Marydel Manor First Addition to the City of Moline, located in the City of Moline, County of Rock Island, and State of Illinois.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

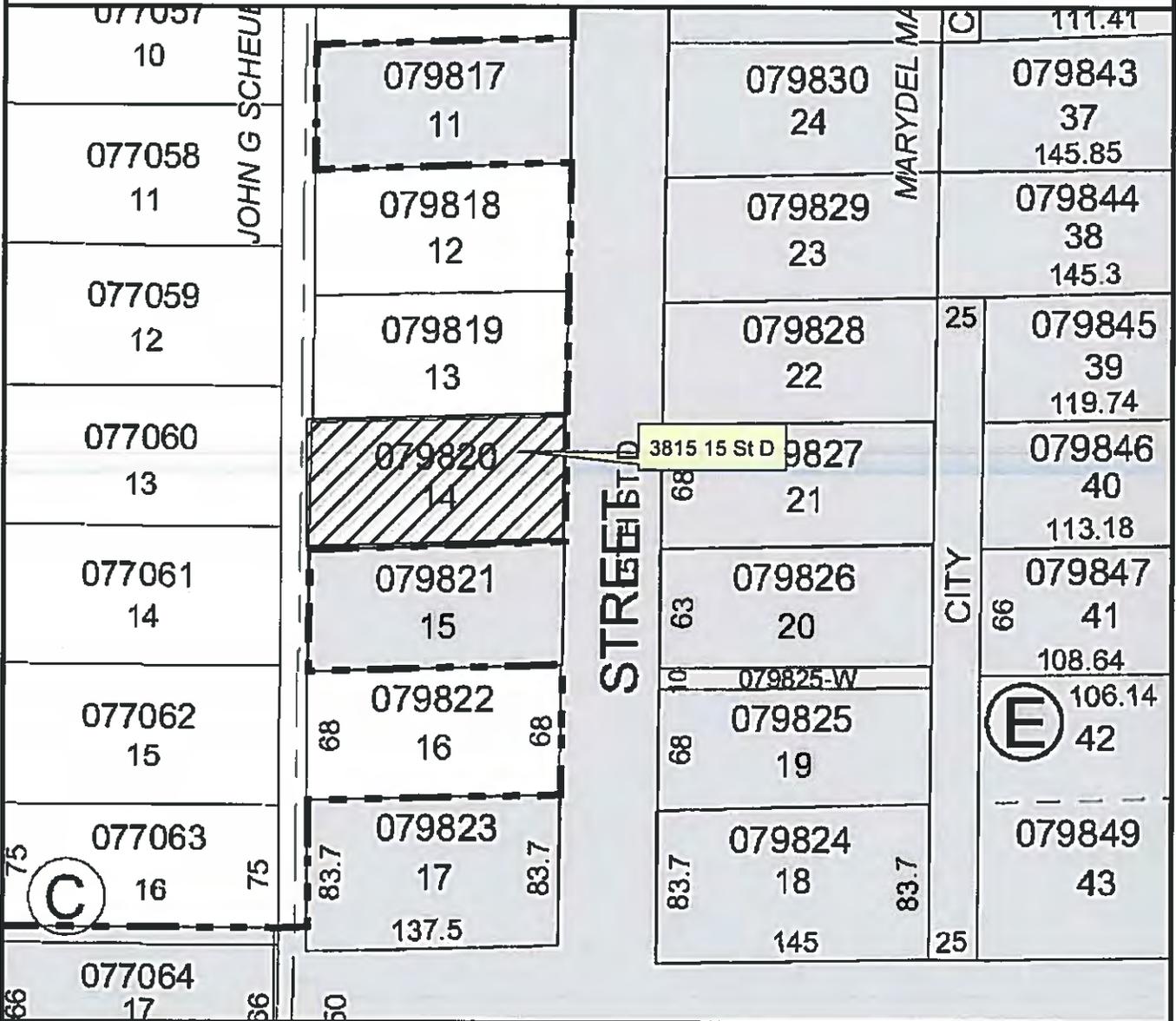
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

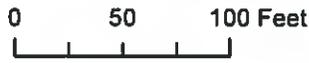
City Attorney

PLAT OF ANNEXATION to the City of Moline, Illinois



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed



This plat represents property annexed by the City of Moline by Ordinance No. _____

passed _____, 20____.

Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
Planning & Development Department

Council Bill/General Ordinance No. 3008-2015

Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

3823 15th Street D.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation, and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit A, is hereby annexed to the City of Moline, Illinois:

Lot Number Sixteen (16) in Marydel Manor First Addition, a Subdivision in the Southwest Quarter (SW ¼) of Section Nine (9), in Township Seventeen (17) North, Range One (1) West of the Fourth (4th) Principal Meridian; also an undivided one-ninth interest in the well located between Lots Nineteen (19) and Twenty (20) in the aforementioned subdivision.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

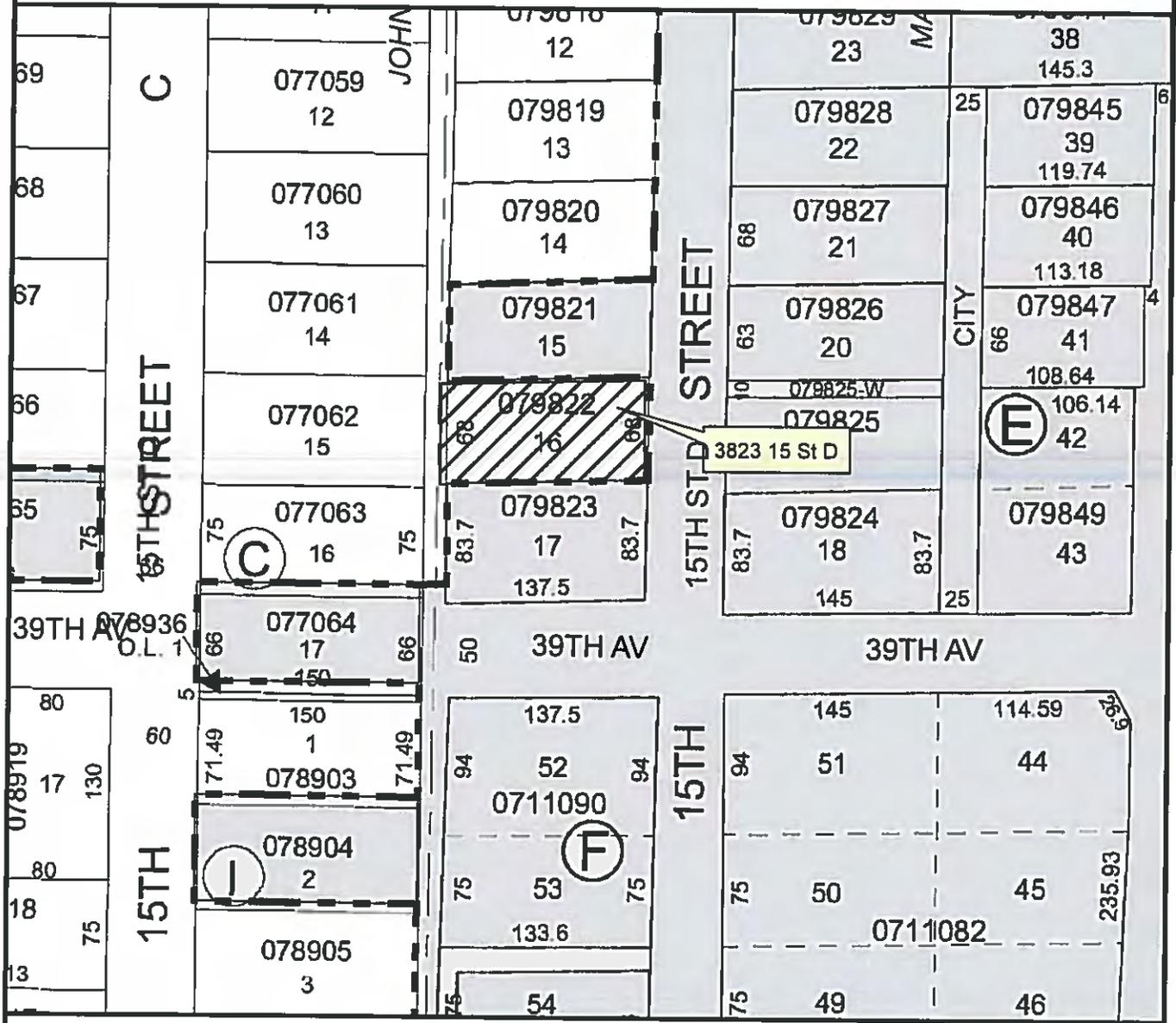
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

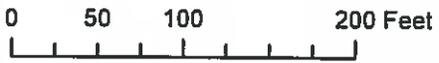
City Attorney

PLAT OF ANNEXATION to the City of Moline, Illinois



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed



This plat represents property annexed by the City of Moline by Ordinance No. _____ passed _____, 20__.

Scott Hinton
 Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
 Planning & Development Department

Council Bill/Resolution No. 4004-2015

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a sublease to Speedconnect, LLC for City-owned property located at 4213 16th Avenue.

WHEREAS, on July 5, 2000, the City executed a Site License Agreement (Ground Lease) with Illinois PCS for its placement of antenna facilities on City-owned property located 4213 16th Avenue; and

WHEREAS, in 2005, GTP Acquisition Partners II, LLC (GTP) took assignment of the Ground Lease; and

WHEREAS, GTP has requested to sublease space on the tower at the site to Speedconnect, LLC (Speedconnect) under which Speedconnect will place tower equipment at the site and utilize an existing shelter for a 6' x6' ground space; such a sublease is allowed by the Ground Lease with the consent of the City; and

WHEREAS, City staff has received and reviewed the plans for the Speedconnect collocation and finds them to be acceptable.

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 Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a sublease to Speedconnect, LLC for City-owned property located at 4213 16th Avenue; 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

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney



AMERICAN TOWER*
CORPORATION

VIA E-Mail – cmathias@moline.il.us

February 10, 2015

City of Moline
619 Sixteenth Street
Moline, IL 61265

RE: **Site License Agreement dated July 5, 2000 (the "License")**
Speedconnect LLC at Optimist Park - Site #371067 / Project #608201
4213 16th Ave, Moline, IL (the "Site")
Request for Consent

Dear Property Owner:

The purpose of this letter is to request your consent to a proposed sublease between **Speedconnect LLC**, its successors, assigns, parents, affiliates and subsidiaries ("Speedconnect"), and **GTP Acquisition Partners II, LLC** at the communications tower located on your property. GTP Acquisition Partners II, LLC will continue to be responsible for performance of all obligations under the License with you. Further, all of the terms and condition found in Section 18b(i)-(iv) have been sufficiently satisfied in American Tower's reasonable determination. Speedconnect is proposing to place tower equipment at a mount height of 170' and use a 6' x 6' ground space. Since the 6' x 6' ground space that SpeedConnect will be using is contained within an existing 7' x 8' shelter and is not taking any new ground space, the requirement that Speedconnect enter into a separate ground lease with the City of Moline, found in section 18 of the License, is waived. Speedconnect will be the Fourth User and per the License, you will receive 50% of the gross receipts from this collocation. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 781-926-4998 or e-mail me at ryan.oatis@americantower.com.

Thank you for your attention to this matter.

Sincerely,

Ryan Oatis
Attorney I – US Tower Legal
American Tower Corporation



AMERICAN TOWER[®]
CORPORATION

I acknowledge and agree to a sublease between Speedconnect, its successors, assigns, parents, affiliates and subsidiaries, and GTP Acquisition Partners II, LLC at the aforereferenced communications tower. This consent shall apply to any and all approvals and notices related to the sublease of Speedconnect, its successors, assigns, parents, affiliates and subsidiaries, at the tower site including, but not limited to, notice of construction, construction approvals and approval of the sublease. This consent is not a representation that such installation is in compliance with all applicable governmental laws, ordinance, rules and regulations or that such facilities will not cause interference with other communication systems.

ATTEST

NAME

DATE

Approved as to form:

City Attorney

Council Bill/Resolution No. 4005-2015

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16th Avenue.

WHEREAS, on July 5, 2000, the City executed a Site License Agreement (Ground Lease) with Illinois PCS for its placement of antenna facilities on City-owned property located at 4213 16th Avenue; and

WHEREAS, in 2005, GTP Acquisition Partners II, LLC (GTP) took assignment of the Ground Lease; and

WHEREAS, GTP recently informed the City that AT&T Mobility (AT&T) would like to modify its equipment at the site; and

WHEREAS, AT&T is proposing to add three remote radio units, and remove five existing panel antennas and replace them with five new panels at the same mount height; and

WHEREAS, City staff has received and reviewed the plans for the AT&T modification and finds them to be acceptable.

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 Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16th Avenue; 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

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney



AMERICAN TOWER®
CORPORATION

VIA E-Mail – cmathias@moline.il.us

February 10, 2015

City of Moline
619 Sixteenth Street
Moline, IL 61265

**RE: Site License Agreement dated July 5, 2000 (the "License")
AT&T Mobility at Optimist Park - Site #371067 / Project #608290
4213 16th Ave, Moline, IL (the "Site")
Request for Consent**

Dear Property Owner:

The purpose of this letter is to request your consent to a proposed modification of equipment by **AT&T Mobility**, its successors, assigns, parents, affiliates and subsidiaries, at the Site referenced above.

As you may be aware, AT&T is already an existing tenant at the Site and they now desire to modify their current equipment. AT&T is removing five existing panel antennas and replacing them with five new panels at the same mount height. AT&T is also adding 3 Remote Radio Units at the same mount height. Thus, we are requesting your permission for this modification as is required by the License.

GTP Acquisition Partners II, LLC will continue to be responsible for performance of all obligations under the License with you. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 781-926-4998 or e-mail me at ryan.oatis@americantower.com.

Thank you for your attention to this matter.

Sincerely,

Ryan Oatis
Attorney I
American Tower Corporation



AMERICAN TOWER[®]
CORPORATION

I acknowledge and agree to the proposed modifications by AT&T, its successors, assigns, parents, affiliates and subsidiaries, and at the aforereferenced communications tower. This consent shall apply to any and all approvals and notices related to the modifications of AT&T, its successors, assigns, parents, affiliates and subsidiaries, at the tower site including, but not limited to, notice of construction, construction approvals. This consent is not a representation that such installation is in compliance with all applicable governmental laws, ordinance, rules and regulations or that such facilities will not cause interference with other communication systems.

ATTEST

NAME

DATE

Approved as to form:

City Attorney