



MOLINE CITY COUNCIL AGENDA

Tuesday, June 16, 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 Rodriguez

Roll Call

Consent Agenda

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

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

Approval of Minutes

Committee of the Whole and Council meeting minutes of June 2, 2015, and appointments made during Committee of the Whole.

Second Reading Ordinances

1. Council Bill/Special Ordinance 4021-2015

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with the Microbrew Mile & Races, scheduled for Saturday, June 20, 2015.

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

Public Notice/Recording: N/A

Fiscal Impact: N/A

2. Council Bill/Special Ordinance 4022-2015

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with River Action’s Ride the River scheduled for Sunday, June 21, 2015.

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

Public Notice/Recording: N/A

Fiscal Impact: N/A

Resolutions

3. Council Bill/Resolution 1061-2015

A Resolution accepting the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause, LLP for the Fiscal Year January 1, 2014 through December 31, 2014 for all municipal funds.

The Comprehensive Annual Financial Report for the City of Moline for the fiscal year ended December 31, 2014 is submitted for City Council acceptance. The primary objectives of a financial audit are: (1) to express an opinion on the fairness of the financial statements in conformity with generally accepted accounting principles; and (2) to determine whether the City has complied with applicable legal requirements in obtaining and expending public funds.

Fiscal Impact: N/A

Public Notice/Recording: File with various governmental agencies

4. Council Bill/Resolution 1062-2015

A Resolution authorizing the Mayor and City Clerk to execute a \$30,000.00 Revolving Loan Fund Agreement with Functional Integrated Techniques Chiropractic & Massage, LLC d/b/a F.I.T. Chiropractic & Massage and to execute any necessary agreements referenced therein; and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

Explanation: The City of Moline wishes to execute a \$30,000.00 Revolving Loan Fund Agreement with Functional Integrated Techniques Chiropractic & Massage, LLC d/b/a F.I.T. Chiropractic & Massage in order to assist with the financing of a new business in the City. The Revolving Loan Fund Committee has reviewed the application and recommends approval. Additional documentation attached.

Fiscal Impact: \$30,000.00 from Account Number 231-0735-492.11-65

Public Notice/Recording: N/A

Omnibus Vote

Non - Consent Agenda

First Reading Ordinances

5. Council Bill/Special Ordinance 4023-2015

A Special Ordinance repealing Special Ordinance No. 4023-2014 which declared the prevailing rate of wages to be paid workers on public works projects; and ascertaining and declaring the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

Explanation: State statute requires the City annually adopt an ordinance setting prevailing wage to be paid on City projects. This Special Ordinance repeals Special Ordinance No. 4023-2014 which declared the prevailing wages for 2014.

Fiscal Impact: N/A

Public Notice/Recording: File with the Secretary of State and Department of Labor.

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)

Council Bill/Ordinance No.: 4021-2015

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Microbrew Mile & Races scheduled for Saturday, June 20, 2015.

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

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

1:00 p.m. Friday, June 19, 2015 to 12:00 a.m. Sunday, June 21, 2015

U-Lot from the easternmost side of the garbage corrals to the easternmost side of the U-Lot

5:30 a.m. Saturday, June 20, 2015 to 12:00 a.m. Sunday, June 21, 2015

U-Lot

5:30 a.m. Saturday, June 20 2015 to 12:00 a.m. Sunday, June 21, 2015

All lanes of 14th St from the northernmost side of 5th Ave to Arsenal Island

1:00 p.m. Saturday, June 20, 2015 to 12:00 a.m. Sunday, June 21, 2015

All lanes of 5th Ave from the westernmost side of 15th St to the easternmost side of 13th St

All lanes of 14th St from the northernmost side of the alley in between 5th & 6th Ave to Arsenal

3:45 p.m. Saturday, June 20, 2015 to 7:30 p.m.

All lanes of 5th Ave from the westernmost side of 13th St to the easternmost side of 19th St

All lanes of 19th St from the southernmost side of 5th Ave to the southernmost lane of 4th Ave

The southernmost lane of 4th Ave from the easternmost side of 19th St to the westernmost side of 13th St

13th St from the southernmost side of 4th Ave to the southernmost side of 5th Ave

4:45 p.m. Saturday, June 20, 2015 to 7:30 p.m.

All lanes of 5th Ave from the westernmost side of 11th St to the easternmost side of 27th St

All lanes of 27th St from the southernmost side of 5th Ave to the southernmost lane of 4th Ave

The southernmost eastbound lane of 4th Ave from the easternmost side of 27th St to the westernmost side of 11th St

All lanes of 11th St from the southernmost eastbound lane of 4th Ave to the northernmost side of 5th Ave

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

Council Bill/Ordinance No.: 4021-2015

Sponsor: _____

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the River Action’s Ride the River scheduled for Sunday, June 21, 2015.

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

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

Sunday, June 20, 2015, 5:30 a.m. to 5:00 p.m.

- All lanes of 17th Street from the northernmost side of River Drive to the north end of the street;
- Easternmost lane of 55th Street from River Drive to Old River Drive;
- 10 feet of the northernmost side of Old River Drive from the easternmost side of 55th Street to the northernmost lane of River Drive;
- Northernmost lane of River Drive from the northernmost side of Old River Drive to the western entrance of Celebration Belle.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1061-2015
Sponsor _____

A RESOLUTION

ACCEPTING the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause, LLP for the Fiscal Year January 1, 2014 through December 31, 2014 for all municipal funds.

WHEREAS, cities over 2,500 in population must have an annual audit in accordance with generally accepted accounting principles; and

WHEREAS, the Comprehensive Annual Financial Report is an expression of opinion as to whether the financial statements are fairly presented in conformity with appropriate accounting principles.

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

That the Comprehensive Annual Financial Report prepared by Baker Tilly Virchow Krause LLP for the Fiscal Year 2014 is hereby accepted by the City Council as an accurate reflection of the status of the City's finances as of December 31, 2014, which annual report shall be filed with the governmental agencies, financial institutions and other such appropriate offices designated within the proper time frame.

CITY OF MOLINE, ILLINOIS

Mayor

June 16, 2015

Date

Passed: June 16, 2015

Approved: June 23, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a \$30,000.00 Revolving Loan Fund Agreement with Functional Integrated Techniques Chiropractic & Massage, LLC d/b/a F.I.T. Chiropractic & Massage and to execute any necessary agreements referenced therein; and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

WHEREAS, the City of Moline approved Resolution No. 1159-2014 on November 18, 2014, creating its own revolving loan program; and

WHEREAS, Functional Integrated Techniques Chiropractic & Massage, LLC d/b/a F.I.T. Chiropractic & Massage, which shall be located at 1611 5th Avenue, submitted a revolving loan application to the City; and

WHEREAS, the City promotes the creation and expansion of businesses that create jobs for low to moderate income individuals.

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 \$30,000.00 Revolving Loan Fund Agreement with Functional Integrated Techniques Chiropractic & Massage, LLC d/b/a F.I.T. Chiropractic & Massage and to execute any necessary agreements referenced therein; 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.

BE IT FURTHER RESOLVED that all appropriate City officers and staff are hereby authorized to do all things necessary to complete each of the City's responsibilities pursuant to said agreement.

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

CITY OF MOLINE, ILLINOIS

Mayor

June 16, 2015

Date

Passed: June 16, 2015

Approved: June 23, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

REVOLVING LOAN FUND AGREEMENT

CITY OF MOLINE

And

FUNCTIONAL INTEGRATED TECHNIQUES CHIROPRACTIC & MASSAGE LLC

Article 1.0 IDENTIFICATION OF PARTIES

This Agreement entered into as of this ____ day of _____, 2015 between the **City of Moline**, an Illinois municipal corporation (hereinafter referred to as the City) and **Functional Integrated Techniques Chiropractic & Massage LLC**, an Illinois limited liability company, (hereinafter referred to as the Business or Borrower).

Article 2.0 STATEMENT OF PURPOSE

WITNESSETH THAT:

WHEREAS, the City promotes the creation and expansion of businesses that create jobs; and

WHEREAS, the Business is interested in participating in the City's Revolving Loan Fund (hereinafter referred to as Program) so as to be able to secure loan financing for the development or expansion of their business enterprise in order to create/retain jobs.

NOW THEREFORE, the City and the Business hereby mutually agree as follows:

Article 3.0 TERMS OF THE LOAN

- 3.1 Maximum Amount of Loan. It is expressly understood and agreed that the maximum amount to be loaned to the Business by the City shall not exceed **Thirty Thousand and 00/100 Dollars (\$30,000.00)**. Such loan will be evidenced by separate Promissory Note executed by the Business, Personal Guarantees executed by Shawn K. Duncan, and a Security Agreement, executed by the City and the Business, Mortgage on real estate, all of even date herewith, which are all hereby made part of this Agreement by reference (collectively referred to hereinafter as "Loan Documents").
- 3.2 Loan Rate. The City and Business agree that all funds loaned to Business shall be at an interest rate of **1.63** percent per annum.
- 3.3 Loan Term. The City and Business agree that the term of the loan shall be **five (5)** years.
- 3.4 Repayment of Loan. The Business will make monthly principal and interest payments for the term of the loan according to the amortization schedule, attached hereto as Exhibit "A" and incorporated in this Agreement by reference. **The first payment shall be due on August 1, 2015 and shall be made to City at the address stated below.** All loan payments are due the first day of each month thereafter.
- 3.5 Prepayment of Loan. The outstanding principal of the loan may be prepaid by the Business at any time without penalty.

Article 4.0 STATEMENT OF WORK AND SERVICES

The Business shall perform in a satisfactory and proper manner, as determined by the City, the work activities and services as written and described in the approved loan application, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

Article 5.0 JOBS PROVIDED

5.1 Jobs Provided. The Business represents that it will take all actions necessary and required to secure the accomplishment of the following benefits to the community:

That the Business will create or retain 3 jobs (full-time equivalent) in the City of Moline, in a twenty-four (24) month period.

5.2 Failure to Create and/or Retain Jobs. Businesses not meeting the minimum jobs created or retained as stated in the loan application should notify the City in writing regarding reasons for not doing so. Action for non-compliance may result in: 1) escalation of the loan interest rate or; 2) extension of timeframe to create/retain jobs. Each loan will be considered on an individual basis.

Article 6.0 REPORTS AND PRODUCTS

6.1 Employment Reports. The Business agrees to keep a written record of all maintained or increased job placements during the course of the contractual agreement with the City. This record shall be available to the City each day of the Agreement during regular business hours. The Business shall submit a record (in a form provided to the Business by the City at the closing of this Agreement) to the City of the maintained or increased job opportunities on a quarterly basis, such record shall be submitted three months from the date of this Agreement and each quarter thereafter. Such record shall state:

- (a) Job title;
- (b) Name of the persons occupying position;

6.2 Accounting Records. The Business shall submit to the City an accounting of any and all purchases of equipment, fixtures, and other improvements made with the proceeds of City funds.

6.3 Failure to Provide. Failure to provide information set forth above shall be cause, at the City's option, for the loan to become payable in full after ten (10) days written notice from the City.

6.4 City Approval of Records. The City shall approve or disapprove the records as stated in this Article 6.0 on a quarterly basis. Continued approval by the City during the term of the loan shall be necessary in order for the Business to participate in the program.

Article 7.0 COMPLIANCE

The owner agrees to comply with all requirements of Title VI and Title VII of the U.S. Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and Executive Order 11063. The owner further agrees not to discriminate in the sale, lease, rental, use or occupancy of the property upon the basis of race, color, sex, age, or national origin.

Article 8.0 COMPLIANCE WITH APPLICABLE LAWS

The Business assumes the responsibility to observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of this Agreement.

Article 9.0 CONSTRUCTION SUPERVISION AND INSPECTION

If this loan is used for construction projects, the Business will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as the City may require.

Article 10.0 AUDITING

The Business shall permit the authorized representative of the U.S. Department of Housing and Urban Development to inspect and/or audit the records of the Business relating to its performance under the Agreement.

Article 11.0 TERMINATION

If the Business shall fail to fulfill its obligations under this Agreement, or if the Business shall violate any of the covenants, agreements or stipulations of this Agreement or the Loan Documents, the City shall have the right to terminate this Agreement by giving written notice to the Business of such termination and specifying the effective date thereof. Such notice shall be given at least ten (10) days before the effective date of such termination. Additionally, the City shall demand payment in full of the Promissory Note, and may demand payment in full of any Personal Guaranty incorporated in this Agreement by reference.

Article 12.0 RESTRUCTURING

The purpose of the Revolving Loan Fund Program is to encourage the development or expansion of viable businesses on terms and conditions which would permit completion and/or the successful operation or accomplishment of the project. The City reserves the right to call the loan if these requirements are not met.

It shall be the policy of the City to have the option to call loans if the Business moves from the city or is involved in illegal activities. Following approval to call, the Business shall be informed in writing thirty (30) days prior to recall by the appropriate city staff.

Article 13.0 DEFAULT

In the event the Business defaults under the terms of this Agreement or any other Loan Documents, the City shall have the right to declare the loan to be due and payable immediately to the City. The City shall notify the Business in writing by of any breach in terms of this Agreement. The City may give the Business ten (10) days or such other time as is reasonable in order to correct the default. City may make use of any remedy City has under state or federal law as well as any remedy given to City in any Loan Document. If Lender exercises the option on default to require immediate payment in full, Lender shall give Borrower notice of acceleration as set forth in the Promissory Note.

Unless prohibited by law, the undersigned agrees to pay all costs of collection, including reasonable attorneys' fees incurred by Lender in the event this Note is not duly paid.

By selecting any one or more of these remedies Lender does not give up his right to later use any other remedy. By deciding not to use any remedy should Borrower default, Lender does not waive his right to later consider the event a default if it happens again.

Article 14.0 ASSIGNMENT

The Business shall not assign any interest in this Agreement and shall not transfer any interest by assignment or novation without the prior written consent of the City.

Article 15.0 MODIFICATIONS

There shall be no modifications of this Agreement unless they are in writing, in valid legal form, and are signed by both parties.

Article 16.0 INDEMNIFICATION

The Business agrees to indemnify, keep and save harmless the City, and their agents, officials and employees against all suits, claims, damage, costs and losses, whether caused or contributed to by the negligence of the City, including attorney fees, that may be based on any injury or damage to persons or property that in any way arise out of this Agreement and pertain to the affirmative or negligent acts, errors or omissions of the Business.

Article 17.0 SEVERABILITY

If any section or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the agreement as a whole or any section, provisions, or part thereof not adjudged invalid or unconstitutional.

Article 18.0 NOTICE TO PARTIES

Notice to a party hereto shall be addressed to such party at such address set forth below or at such other address it shall from time to time designate by notice in writing:

18.1 **CITY OF MOLINE** referenced in this Agreement as the City:

Economic Development Manager
City of Moline
619 - 16th Street
Moline, Illinois 61265

18.2 **FUNCTIONAL INTEGRATED TECHNIQUES CHIROPRACTIC & MASSAGE LLC**, referenced in this Agreement as the Business or Borrower:

Functional Integrated Techniques Chiropractic & Massage LLC
dba F.I.T. Chiropractic & Massage
1611 5th Ave.
Moline, IL 61265

Article 19.0 TERM OF AGREEMENT

The term of this Agreement shall be effective from the date of signing. The first payment will be due August 1, 2015 and the last payment will be due July 1, 2020 or until all principal and interest has been paid under terms of the Note.

This Agreement shall take effect immediately upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the _____ day of _____, 2015.

**FUNCTIONAL INTEGRATED TECHNIQUES
CHIROPRACTIC & MASSAGE LLC,
an Illinois limited liability company**

CITY OF MOLINE, ILLINOIS, a municipal corporation

By: _____
Shawn K. Duncan, Member

By: _____
Scott Raes, Mayor

ATTEST:

By: _____
Tracy Koranda, City Clerk

APPROVED AS TO FORM:

Maureen Riggs, City Attorney

Date: _____

PROMISSORY NOTE

Date: _____, 2015

Borrower's Name and Address:

Functional Integrated Techniques Chiropractic & Massage LLC
1611 5th Ave.
Moline, IL 61265

Lender's Name and Address:

City of Moline
619 16 Street
Moline IL 61265

FOR VALUE RECEIVED, the undersigned, Functional Integrated Techniques Chiropractic & Massage LLC, an Illinois limited liability company, (Borrower), promises to pay to the order of the City of Moline, Illinois, an Illinois municipal corporation, (Lender), at Lender's address listed above the **PRINCIPAL** sum of **Thirty Thousand and 00/100 Dollars (\$30,000.00)** together with interest thereon at one and sixty-three hundredths percent (1.63%) per annum on the following terms:

SINGLE ADVANCE: Borrower has received all of this principal sum. No additional advances are contemplated under this note.

INTEREST: Borrower agrees to pay interest (calculated on the basis of twelve 30-day months), which shall begin to accrue on the date the Loan Agreement is fully executed by the Borrower and the Lender, on the principal balance owing from time to time as stated below:

FIXED RATE: Borrower agrees to pay interest at the fixed, simple rate of **1.63%** per year, unless and until Borrower defaults hereunder or under any documents securing this Note, in which case the interest charges shall immediately become the post maturity rate, even if prior to the post maturity date.

POST MATURITY/DEFAULT RATE:
Borrower agrees to pay interest on the unpaid balance owing after the maturity date, and until paid in full, at a rate equal to twelve percent (12%) per year.

PAYMENTS: Borrower will make monthly principal and interest payments according to the terms set forth in the Loan Agreement.

BORROWER'S RIGHT TO PREPAY: Borrower has the right to prepay as set forth in the Loan Agreement.

ADDITIONAL CHARGES: In addition to interest, Borrower ____ has paid X agrees to pay the following additional charges: **Filing Fees**

PURPOSE: The purpose of this loan is **to assist a business expansion and to create jobs**

SECURITY: This note is secured in part by:

- **Real estate as listed in the Real Estate Mortgage;**
- **Personal Guaranty of Shawn K. Duncan; and**
- **Security Interest in collateral as listed in the Security Agreement.**

DEFAULT: If any payment hereunder is not paid when due, or if any event of default shall occur under any documents securing this Note, then Lender may, at its option declare this Note to be immediately due and payable and thereupon this Note shall be immediately due and payable, together with all unpaid interest accrued hereon, without notice or demand.

Upon the occurrence of an event of default, or if Borrower is otherwise in default on this Note, Lender has the following non-exclusive, non-cumulative remedies: (1) Lender may demand immediate payment of all Borrower owes Lender under this Note; (2) Lender may make use of any remedy Lender has under state or federal law; or (3) Lender may make use of any remedy given to Lender in any agreement securing this Note.

By selecting any one or more of these remedies Lender does not give up his right to later use any other remedy. By deciding not to use any remedy should Borrower default, Lender does not waive his right to later consider the event a default if it happens again.

If Lender exercises the option on default to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower must pay all sums secured. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by any Loan Agreement or Personal Guaranty, without further notice or demand on Borrower or Guarantor.

Unless prohibited by law, the undersigned agrees to pay all costs of collection, including reasonable attorneys' fees incurred by Lender in the event this Note is not duly paid.

AMENDMENT: The undersigned agrees that this Note may be amended only by written agreement signed by the party against whom enforcement is sought.

NOTICE: Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to the address shown above or at a different address if Borrower provides the Lender notice of a different address.

WAIVERS: The Borrower, Guarantor, and any other person who has obligations under this Note waive the rights of presentment, notice of presentment, protest, notice of protest, and notice of dishonor.

ASSIGNMENT: This note is assignable in whole or in part by Lender. The Note is not assignable by Borrower.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE. I have received a copy on today's date.

**Functional Integrated Techniques Chiropractic & Massage LLC,
an Illinois limited liability company**

By: _____
Shawn K. Duncan, Member

Date: _____

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Shawn K. Duncan who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the said instrument as his free and voluntary act and as the free and voluntary act of Functional Integrated Techniques Chiropractic & Massage LLC, for the uses and purposes therein set forth, and that he is duly authorized to execute the same for the limited liability company.

Given under my hand and notarial seal this _____ day of _____, A.D., 2015.

NOTARY PUBLIC

PERSONAL GUARANTY

Revolving Loan Fund Program

_____, 2015

**Functional Integrated Techniques
Chiropractic & Massage LLC**

City of Moline, Illinois

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Moline, an Illinois municipal corporation (hereinafter referred to as the "City"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of

**Functional Integrated Techniques Chiropractic & Massage LLC,
an Illinois limited liability company**

(hereinafter referred to as "Borrower") or to engage in any other transactions with Borrower, the undersigned hereby absolutely and unconditionally guarantee(s) to the City the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described and evidenced by a Promissory Note dated the same date as this guaranty, and hereafter referred to as the Indebtedness provided however that this guarantee shall not exceed the sum of **Thirty Thousand and 00/100 Dollars (\$30,000.00)** or the outstanding indebtedness whichever is the lesser (hereinafter referred to as "Indebtedness").

The undersigned further acknowledge(s) and agree(s) with City that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked prospectively as to future transactions, by written notice actually received by the City, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the City, or as to any renewals, extensions and refinancings thereof. If there be more than one undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by the City and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth. Parties understand and agree this guarantee shall be a joint and several guarantees and that both and each of the undersigned are fully liable hereunder for the full amount of the guarantee.

3. If the undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) then the City shall have the right to declare immediately due and payable, and the undersigned will forthwith pay to the City, the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the undersigned hereunder shall be for all Indebtedness, without any limitation as to amount, plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The City may apply any sums received by or available to the City on account of the Indebtedness from Borrower or

any other person (except the undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder. If the liability of the undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the City, advising the City that such payment is made under this guaranty for such purpose.

5. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the undersigned against any person liable to payment of the Indebtedness, or as to any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.

6. The undersigned will pay or reimburse the City for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the City in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

7. Whether or not any existing relationship between the undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the City may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the City is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of settlement with or agreement not to sue Borrower or any other guarantor or other person liable in respect of any indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness;

8. The undersigned waive(s) any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the City any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the City to Borrower or any such other person, whether or not on account of a related transaction. The undersigned expressly agree(s) that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or enforcement of security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

9. The undersigned waive(s) presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The City shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

10. If any payment applied by the City to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or

reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

11. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the City as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

12. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the undersigned. This guaranty shall be effective upon delivery to the City, without further act, condition or acceptance by the City, shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned and shall inure to the benefit of the City and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the City. This guaranty shall be governed by the laws of the State of Illinois. The undersigned waive(s) notice of the City's acceptance hereof.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

By: _____
Shawn K. Duncan, Individually

Date: _____

Return to and Prepared by:
Amy L. Keys
Deputy City Attorney
City of Moline
619 16 Street
Moline IL 61265
(309)524-2010

REAL ESTATE MORTGAGE

MORTGAGOR

Bryanna R. Brodell n/k/a Bryanna R. Duncan
Shawn K. Duncan
707 W. Rusholme St.
Davenport, Iowa 52804

MORTGAGEE/Lender

City of Moline
619 16 Street
Moline, Illinois 61265

REAL ESTATE MORTGAGE: For value received, the undersigned, Bryanna R. Brodell n/k/a Bryanna R. Duncan and Shawn K. Duncan, **wife and husband**, in his/her own right, MORTGAGE and WARRANT to the City of Moline, an Illinois municipal corporation, to secure the payment of the secured debt described below, dated _____, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS:

707 W. Rusholme, Davenport, Iowa 52804

LEGAL DESCRIPTION:

Lot 17, Block 9, of Glenarmil Addition to the City of Davenport, Scott County Iowa, a Subdivision of part of the North half of the Southwest Quarter of Section 23, Township 78 North, Range 3 East of the 5th P.M., located in Scott County, Iowa.

TITLE: Mortgagor covenants and warrants title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due.

SECURED DEBT: This mortgage secures repayment of the secured debt to Functional Integrated Techniques Chiropractic & Massage LLC, an Illinois limited liability company, (hereinafter referred to as "F.I.T.") and the performance of the covenants and agreements contained in this mortgage, the Revolving Loan Fund, and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts F.I.T. owes Lender under this mortgage or under any instrument secured by this mortgage.

FUTURE ADVANCES: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced, and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of **Thirty Thousand and 00/100 Dollars (\$30,000.00)**, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

TERMS AND COVENANTS: Mortgagor agrees to all the terms and covenants contained in this mortgage (specifically incorporating by this reference those on pages 3 and 4) and in any riders described below and signed by Mortgagor.

SIGNATURE(S):

By: _____
Bryanna R. Brodell n/k/a Bryanna R. Duncan

By: _____
Shawn K. Duncan

Date: _____

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Bryanna R. Brodell n/k/a Bryanna R. Duncan and Shawn K. Duncan, wife and husband who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, appeared before me this day in person and severally acknowledged that both signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D., 2015.

NOTARY PUBLIC

COVENANTS

1. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. Lender may require Mortgagor to assign any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the property.
2. **INSURANCE.** Mortgagor will keep the property insured under terms acceptable to Lender at Mortgagor's expense and for Lender's benefit. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt.
3. **PROPERTY.** Mortgagor will keep the property in good condition and make all repairs reasonably necessary.
4. **EXPENSES.** Mortgagor agrees to pay all Lender's expenses, including reasonable attorneys' fees if Mortgagor breaks any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. Mortgagor will pay these amounts to Lender as provided in Covenants of this mortgage.
5. **DEFAULT AND ACCELERATION.** If Mortgagor sells the property or breaks any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, Lender may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to Lender. Lender may foreclose this mortgage in the manner provided by law.
6. **WAIVER OF HOMESTEAD.** Mortgagor hereby waives all right of homestead exemption in the property.
7. **AUTHORITY OF MORTGAGEE TO PERFORM FOR MORTGAGOR.** If Mortgagor fails to perform any of his duties under this mortgage, Lender may perform the duties or cause them to be performed. Lender may sign Mortgagor's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect his security interest in the property. This may include completing the construction. Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this mortgage.
8. **INSPECTION.** Lender may enter the property to inspect if Lender gives Mortgagor notice beforehand. The notice must state the reasonable cause for Lender's inspection.
9. **CONDEMNATION.** Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
10. **WAIVER.** By exercising any remedy available to Lender, Lender does not give up Lender's rights to later use any other remedy. By not exercising any remedy, if Mortgagor defaults, Lender does not waive his right to later consider the event a default if it happens again.
11. **JOINT AND SEVERAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this mortgage are joint and several. If Mortgagor co-signs this mortgage but does not co-sign the underlying debt Mortgagor does so only to mortgage his interest in the property under the terms of this mortgage. Mortgagor also agrees that Lender and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release Mortgagor from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either party or both parties.
12. **NOTICE.** Unless otherwise required by law, any notice to Mortgagor shall be given by delivering it or by mailing it by certified mail addressed to Mortgagor at the Property Address or any other address that Mortgagor has provided to Lender. Mortgagor will give any notice to Lender by certified mail to Lender's address on the front side of this mortgage, or to any other address which Lender has designated.

Any notice shall be deemed to have been given to either party when given in the manner stated above.

13. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE MORTGAGOR.** If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
14. **RELEASE.** After 5 years from the date of execution, if the loan has been paid, the release of the Mortgage will be prepared and forwarded to the Mortgagor to be recorded at Mortgagor's expense.
15. **AMENDMENT.** This Agreement shall not be altered or amended except in a writing signed by the parties hereto.
16. **PARTIAL INVALIDITY.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
17. **GENDER.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.
18. **CAPTIONS.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of the Agreement.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of this ___ day of _____ 2015 (Security Agreement), is made by **Functional Integrated Techniques Chiropractic & Massage LLC**, an Illinois limited liability company (Borrower), in favor of the **City of Moline**, an Illinois municipal corporation (City).

RECITALS

WHEREAS, pursuant to a Loan Agreement dated as of _____, by and between the City and the Borrower (Loan Agreement), and approved by City as Council Bill _____, the City has agreed to loan Borrower Thirty Thousand and No/100ths Dollars (\$30,000.00); and

WHEREAS, it is a condition precedent to the loan of the City that this Security Agreement be executed.

NOW THEREFORE, in order to induce the City to loan funds under the Loan Agreement and for other good and valuable consideration, the parties hereby agree as follows:

1. DEFINED TERMS. Unless otherwise defined herein, the terms defined in the Loan Agreement (whether or not such Loan Agreement remains in effect) are hereby incorporated by reference into this Security Agreement and shall have the meanings given to them in the Loan Agreement.

1.1. "Collateral." The Collateral shall consist of the personal property of the Borrower wherever located, and now owned or hereafter acquired, including but not limited to, deposit accounts, accounts receivable, and personal property set forth on Exhibit "A" attached hereto and incorporated herein by reference, including:

- (a) Additions, accessions, and substitutions and rights ancillary to, or arising in any way in connection with, any of the foregoing, including security agreements securing any of the foregoing, guaranties guaranteeing any of the foregoing, documents, notes, and drafts representing any of the foregoing, the right to returned goods, and warranty claims with respect to any of the foregoing;
- (b) Books and records pertaining to the foregoing and the equipment containing the books and records or on which the books and records are stored;
- (c) Money, deposit accounts, insurance proceeds, and other tangible and intangible property received upon the sale or disposition of any of the foregoing; and
- (d) To the extent not listed above as original collateral, proceeds and products of the foregoing.

1.2. "Obligations." This Security Agreement secures the following, which is collectively referred to as "Obligations" throughout this agreement:

- (a) The Borrower's obligations under the Loan Agreement, referenced more specifically above, and a Promissory Note, executed by Borrower dated _____, to secure an indebtedness of Thirty Thousand and No/100ths Dollars (\$30,000.00), and this Security Agreement; together with all other obligations of Debtor to Secured Party now existing.

(b) The repayment of (1) any amounts that the City may advance or spend for the maintenance or preservation of the Collateral, and (2) any other expenditures that the City may make under the provisions of this Security Agreement or for the benefit of the Borrower, including attorneys' fees;

(c) All amounts owed under any modifications, renewals, or extensions of any of the foregoing obligations; and

(d) All other amounts now or in the future owed by the Borrower to the City.

1.3. "UCC." Any term used herein but not defined in this Security Agreement has the meaning given to such term in the Uniform Commercial Code (UCC) as enacted in the State of Illinois.

1.4. "Borrower's Location." The Borrower's state of its incorporation is Illinois.

2. GRANT OF SECURITY INTEREST. The Borrower hereby grants a security interest in the Collateral to the City to secure the prompt payment and performance of the Obligations.

3. PERFECTION OF SECURITY INTERESTS

3.1. Filing of Financing Statement (Financing Statement). The Borrower authorizes the City to file a Financing Statement describing Collateral. IF FOR FIXTURES, TIMBER OR MINERALS, SUCH A FILING SHALL BE FILED FOR RECORDING IN THE REAL ESTATE RECORDS.

3.2. Possession.

(a) The Borrower shall have possession of the Collateral, except where expressly otherwise provided in this Security Agreement or where the City chooses to perfect its security interest by possession in addition to the filing of a financing statement; and

(b) Where Collateral is in the possession of a third party, the Borrower will join the City in notifying the third party of the City's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the City.

3.3. Control. The Borrower will cooperate with the City, when and if the City seeks to obtain control with respect to any Collateral.

3.4. Documents and Instruments. If requested by the City, the Borrower shall immediately deliver any and all documents and instruments to the City.

4. BORROWER'S REPRESENTATIONS AND WARRANTIES. The Borrower warrants and represents the following:

4.1. Organization. The Borrower (a) is an organization duly organized, validly existing, and in good standing under the laws of the State of Illinois; (b) has all requisite power and authority to own its properties and assets and to carry on its business as now conducted and as proposed to be conducted; (c) is qualified to do business in every jurisdiction where such qualification is required, except where the failure to so qualify is not likely to have a material adverse effect on its business, operations, or finances; and (d) has the corporate power and authority to execute, deliver, and perform its obligations hereunder and under the Loan Agreement.

4.2. Due Authorization. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate acts and do not violate the Borrower's articles of incorporation or bylaws or any law or regulation applicable to Borrower or its business, and this Agreement constitutes a duly valid and binding agreement of Borrower enforceable against it, according to its terms, except as such terms may be limited by applicable bankruptcy or insolvency laws.

4.3. Predecessors. There are no predecessors to Borrower in existence during the past five (5) years.

4.4. Names. For the past five (5) years, Borrower has not used any other name, including trade names.

4.5. Title, Other Liens. Except for the security interest granted pursuant to this Agreement, and a security interest granted to Northwest Bank & Trust Company (Northwest Bank), Borrower owns each item of Collateral free and clear of any and all liens, security interests, encumbrances, or claims of any kind. No financing statements or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the City or Northwest Bank .

4.6. Location of Collateral. All of the Borrower's fixtures, equipment, and inventory are now located or will be located at 1611 5th Avenue, Moline, Illinois.

5. POST-CLOSING COVENANTS AND RIGHTS CONCERNING THE COLLATERAL

5.1. Maintenance of Security Interest.

(a) The Borrower shall maintain the security interest herein as a priority security interest and shall defend such security interest against the claims and demands of all persons or entities.

(b) At any time, upon written request of the City, the Borrower will promptly execute and deliver such further instruments and documents and take such further actions as the City may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (1) the filing of any financing or continuation statements under the UCC in effect in any jurisdiction; and (2) in the case of Collateral as set forth in Section 3.3 hereof, take any action necessary to enable the City to obtain "control" within the meaning of the UCC.

(c) The Borrower shall keep current on all of its obligations to its landlord.

5.2. Changes in Name or Organization. The Borrower will not (unless in each case it shall have given the City at least 90 days' prior written notice thereof of such change):

(a) Change its jurisdiction of organization from that specified in Section 4.1 hereof; or

(b) Change its name, identity, or corporate structure to such an extent that any financing statement previously filed in favor of the City hereunder would become seriously misleading or otherwise become ineffective to maintain perfection of the Collateral.

5.3. Inspection. The City may inspect any Collateral in the Borrower's possession at any time upon reasonable notice.

5.4. Maintenance. The Borrower shall maintain the Collateral in good working condition and repair.

5.5. Insurance. The Borrower shall insure at its expense, and keep insured by solvent insurers, all Collateral in such amounts as similar goods are usually insured by companies similarly situated, against loss or damage of the kinds usually insured against by companies similarly situated, and upon the City request, the policies evidencing such insurance shall be duly endorsed in the City's favor, and certificates evidencing such insurance shall be provided to the City. If the Borrower defaults in this regard, the City shall have the right, but not the obligation, to insure and charge the cost to the Borrower. The City assumes no risk or responsibility in connection with the payment or nonpayment of losses, the only responsibility of the City being to credit the Borrower with any insurance payments received on account of losses.

5.6. No Disposition of Collateral. Except for sales, leases, or other dispositions made in the ordinary course of business, the Borrower shall not, without the authorization of the City:

- (a) Make any sales or leases of any of the Collateral;
- (b) License any of the Collateral; or
- (c) Grant any other security interest in any of the Collateral, except to Northwest Bank.

6. BORROWER'S COVENANTS. Until the Obligations are paid in full, the Borrower agrees to the following:

6.1. Compliance with Environmental Laws. The Borrower shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to, all environmental laws, ordinances, rules, and regulations, and shall keep the Collateral free and clear of any liens imposed pursuant to such laws, ordinances, rules, and regulations.

6.2. Compliance with Employment Laws. The Borrower shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning minimum wages, overtime laws, and payment of withholding taxes, and deliver to the City such reports and information in form satisfactory to the City as the City may request from time to time to establish compliance with such laws.

7. EVENTS OF DEFAULT. The occurrence of any of the following shall be, at the option of the City (except for Section 7.5, which shall be automatic), an Event of Default:

7.1. Any default in payment or performance by the Borrower under the Loan Agreement, any notes, or any of the other Obligations;

7.2. The Borrower's failure to comply with any of the provisions of, or the incorrectness of any representation or warranty contained in, this Security Agreement, any note, or any of the other Obligations;

7.3. Transfer or disposition of any of the Collateral, except as expressly permitted by this Security Agreement;

7.4. Attachment, execution, or levy on any of the Collateral;

7.5. The Borrower's voluntarily or involuntarily becoming subject to any proceeding under (a) the Bankruptcy Code, or (b) any similar remedy under state statutory or common law; or

7.6. The Borrower's failure to comply with, or the Borrower's becoming subject to, any administrative or judicial proceeding under any federal, state, or local (a) hazardous waste or environmental law; (b) asset forfeiture or similar law that can result in the forfeiture of property; or (c) other law, where noncompliance may have any significant effect on the Collateral.

8. REMEDIES UPON DEFAULT

8.1. General. Upon any Event of Default, the City may pursue any remedy available at law (including those available under the provisions of the UCC) or in equity to collect, enforce, or satisfy any Obligations then owing, whether by acceleration or otherwise.

8.2. Cumulative Remedies. Upon any Event of Default, the City shall have the right to pursue any of its remedies separately, successively, or simultaneously, including, without limitation, the following:

(a) File suit and obtain judgment, and, in conjunction with any action, the City may seek any ancillary remedies provided by law, including levy of attachment and garnishment.

(b) Take possession of any Collateral if not already in its possession with demand and without legal process. Upon the City's demand, the Borrower will assemble and make the Collateral available to the City as it directs. The Borrower grants to the City the right, for this purpose, to enter into or on any premises where Collateral may be located.

(c) Without taking possession, sell, lease, or otherwise dispose of the Collateral at public or private sale in accordance with the UCC.

8.3. Recovery of Expenses. Should an Event of Default occur, the Borrower shall pay to the City all costs and expenses incurred by the City for the purpose of enforcing its rights hereunder, including:

(a) Costs of foreclosure;

(b) Costs of obtaining an award of money damages; and

(c) Reasonable fees for the services of attorneys and other professionals employed by the City for any purpose related to this Security Agreement or the Obligations, including consultation, drafting documents, preparation of reports, instituting, prosecuting, or defending litigation or arbitration.

9. FORECLOSURE PROCEDURES

9.1. No Waiver. No delay or omission by the City to exercise any right or remedy accruing upon any Event of Default shall (a) impair any right or remedy; (b) waive any default or operate as an acquiescence to the Event of Default; or (c) affect any subsequent default of the same or of a different nature.

9.2. Notices. The City shall give the Borrower such notice of any private or public sale as may be required by the UCC. Notification of disposition will be sent after default at least ten (10) days before the date of disposition.

9.3. Condition of Collateral. The City has no obligation to clean up or otherwise prepare the Collateral for sale.

9.4. No Obligation To Pursue Others. The City has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them, and the City may release, modify, or waive any collateral provided by any other person to secure any of the Obligations, all without affecting the City's rights against the Borrower. The Borrower waives any right it may have to require the City to pursue any third person for any of the Obligations.

9.5. Compliance with Other Laws. The City will use its best efforts to comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

9.6. Warranties. The City may sell the Collateral without giving any warranties as to the Collateral. The City may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

9.7. Purchases by City. In the event the City purchases any of the Collateral being sold, the City may pay for the Collateral by crediting some or all of the Obligations of the Borrower.

9.8. No Marshaling. The City has no obligation to marshal any assets in favor of the Borrower, or against or in payment of any note, any of the other Obligations, or any other obligation owed to the City or any other person.

10. ILLINOIS INSURANCE NOTICE

Unless the Borrower provides the City with evidence of the insurance coverage required by this agreement, the City may, but is not required to, purchase insurance at the Borrower's expense to protect the City's interests in the collateral. This insurance may, but need not, protect the Borrower's interests. The coverage that the City purchases may not pay any claim that the Borrower makes or any claim that is made against the Borrower in connection with the collateral. The Borrower may later cancel any insurance purchased by the City, but only after providing the City with evidence that the Borrower has obtained insurance as required by their agreement. If the City purchases insurance for the collateral, the Borrower will be responsible for the costs of that insurance, including interest and any other charges the City may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance the Borrower may be able to obtain on the Borrower's own.

11. MISCELLANEOUS

11.1. Assignment.

(a) Binds Assignees. This Security Agreement shall bind and shall inure to the benefit of the successors and assigns of the City and shall bind all persons who become bound as a borrower to this Security Agreement.

(b) No Assignments by Borrower. The City does not consent to any assignment by the Borrower except as expressly provided in this Security Agreement.

11.2. Counterpart. This Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

11.3. Further Assurances. The Borrower agrees to execute any further documents, and to take any further actions, reasonably required by the City to evidence or perfect the security interest granted herein, to maintain the first priority of the security interests, or to effect the rights granted to the City herein.

11.4. Governing Law. This Security Agreement is being executed and delivered and is intended to be performed in the State of Illinois and shall be construed and enforced in accordance with the laws of the State of Illinois, except to the extent that the UCC provides for the application of other law.

11.5. Headings. Section headings used in this Security Agreement are for convenience only. They are not a part of this Security Agreement and shall not be used in construing it.

11.6. Modifications. Any modification to this Security Agreement must be made in writing and signed by the party adversely affected.

11.7. Rules of Construction.

- (a) No reference to “proceeds” in this Security Agreement authorizes any sale, transfer, or other disposition of the Collateral by the Borrower;
- (b) “Includes” and “including” are not limiting;
- (c) “Or” is not exclusive; and
- (d) “All” includes “any,” and “any” includes “all.”

11.8. Severability. Should any provisions of this Security Agreement be found to be void, invalid, or unenforceable by a court or panel of arbitrators of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid, or unenforceable and shall not affect the remaining provisions of this Security Agreement.

11.9. Notices. Any notices required by this Security Agreement shall be deemed to be delivered when a record has been (a) deposited in any United States postal box if postage is prepaid and the notice properly addressed to the recipient at the address set forth below; (b) received by telecopy; (c) received through the Internet; or (d) when personally delivered to a party.

The parties have signed this Security Agreement as of the day and year first written at Moline, Illinois.

**FUNCTIONAL INTEGRATED TECHNIQUES
CHIROPRACTIC & MASSAGE LLC, an Illinois
limited liability company**

CITY OF MOLINE, ILLINOIS

By: _____
Shawn K. Duncan, Member

By: _____
Scott Raes, Mayor

ATTEST:

By: _____
Tracy Koranda, City Clerk

APPROVED AS TO FORM:

Maureen Riggs, City Attorney

Council Bill/Special Ordinance No. 4023-2015
Sponsor: _____

A SPECIAL ORDINANCE

REPEALING Special Ordinance No. 4023-2014 which declared the prevailing rate of wages to be paid workers on public works projects; and

ASCERTAINING
and DECLARING the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, (820 ILCS 130/1 et seq., as amended); and

WHEREAS, the aforesaid Act requires that the City Council of the City of Moline investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of this City employed in performing construction of public works, for this City.

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

Section 1. That Special Ordinance No. 4023-2014 declaring the prevailing rate of wages to be paid to certain laborers, mechanics, and other workers performing public works for the City of Moline within Rock Island County is hereby repealed.

Section 2. That to the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by state, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of this City is hereby ascertained to be the same as the prevailing rate of wages for construction work in Rock Island County area as determined by the Department of Labor of the State of Illinois as of June 2015, a copy of that determination being attached hereto and incorporated herein by reference thereto as Exhibit “A.” The definition of any terms appearing in this Ordinance, which are also used in the aforesaid Act, shall be the same as in said Act.

Section 3. That nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except statutorily defined public works construction of this City to the extent required by the aforesaid Act.

Section 4. That the City Clerk shall publicly post or keep available for inspection by any interested party in the office of the City Clerk this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 5. That the City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 6. That the City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

Section 7. That whenever a request in writing is made to determine the prevailing rate of wages for an occupational classification not contained upon Exhibit "A," said request shall be referred to the Department of Labor of the State of Illinois for review. Within thirty days from the date of the referral, the City Council shall ascertain the prevailing rate of wages for the public occupational classification contained within the written request. The Council shall endeavor to review the report and recommendations of the Department of Labor of the State of Illinois prior to making its determination.

Section 8. That the City Clerk shall cause this Ordinance to be published in The Dispatch, a newspaper of general circulation, and this Ordinance shall be in full force and effect from and after passage, approval, and publication as required by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Rock Island County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		23.840	24.790	1.5	1.5	2.0	6.750	7.410	0.000	0.800
ASBESTOS ABT-GEN		HWY		25.650	26.650	1.5	1.5	2.0	6.450	7.060	0.000	0.800
ASBESTOS ABT-MEC		BLD		21.500	22.500	1.5	2.0	2.0	6.500	4.250	0.000	0.650
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400
BRICK MASON		BLD		27.270	28.770	1.5	1.5	2.0	8.950	6.020	0.000	0.530
CARPENTER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
CARPENTER		HWY		29.250	31.000	1.5	1.5	2.0	10.00	12.71	0.000	0.450
CEMENT MASON		BLD		25.950	27.950	1.5	1.5	2.0	6.750	11.24	0.000	0.500
CEMENT MASON		HWY		25.840	26.840	1.5	1.5	2.0	6.750	11.66	0.000	0.500
CERAMIC TILE FNSHER		BLD		19.510	0.000	1.5	1.5	2.0	8.950	5.840	0.000	0.250
ELECTRIC PWR EQMT OP		ALL		31.510	0.000	1.5	1.5	2.0	5.630	8.830	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		26.330	0.000	1.5	1.5	2.0	5.530	7.370	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		39.730	43.700	1.5	1.5	2.0	5.790	11.12	0.000	0.400
ELECTRICIAN		BLD		33.000	35.000	1.5	1.5	2.0	7.490	11.43	0.000	0.310
ELECTRONIC SYS TECH		BLD		24.490	26.240	1.5	1.5	2.0	7.270	5.780	0.000	0.310
ELEVATOR CONSTRUCTOR		BLD		40.470	45.530	2.0	2.0	2.0	13.57	14.21	3.240	0.600
GLAZIER		BLD		28.710	30.210	1.5	1.5	2.0	6.940	7.170	0.000	0.450
HT/FROST INSULATOR		BLD		29.830	31.030	1.5	1.5	2.0	6.130	12.05	0.000	0.900
IRON WORKER		ALL		29.750	32.130	1.5	1.5	2.0	9.390	11.53	1.300	0.690
LABORER		BLD 1		22.340	23.230	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		BLD 2		23.840	24.790	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		BLD 3		24.490	25.470	1.5	1.5	2.0	6.750	7.410	0.000	0.800
LABORER		HWY 1		26.090	27.090	1.5	1.5	2.0	6.750	9.710	0.000	0.800
LABORER		HWY 2		26.590	27.590	1.5	1.5	2.0	6.750	9.710	0.000	0.800
LABORER		HWY 3		27.220	28.220	1.5	1.5	2.0	6.750	9.710	0.000	0.800
LATHER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		19.510	0.000	1.5	1.5	2.0	8.950	5.840	0.000	0.250
MARBLE MASON		BLD		23.850	24.350	1.5	1.5	2.0	8.950	5.840	0.000	0.250
MILLWRIGHT	N	BLD		36.120	39.730	1.5	1.5	2.0	9.420	14.30	0.000	0.500
MILLWRIGHT	S	BLD		27.890	29.590	1.5	1.2	2.0	7.650	12.57	0.000	0.500
OPERATING ENGINEER		BLD 1		31.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 2		28.350	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 3		27.300	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 4		31.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 5		31.750	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 6		32.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		BLD 7		32.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 1		31.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 2		28.350	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 3		27.300	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 4		31.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 5		31.750	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 6		32.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 7		31.500	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER		HWY 8		32.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
PAINTER		ALL		27.820	28.820	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PAINTER OVER 30FT		ALL		29.820	30.820	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PAINTER PWR EQMT		ALL		28.320	29.320	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PILEDRIVER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
PILEDRIVER		HWY		29.250	31.000	1.5	1.5	2.0	10.00	12.71	0.000	0.450
PIPEFITTER		ALL		37.650	41.420	1.5	1.5	2.0	6.000	12.95	0.000	1.150
PLASTERER		BLD		28.110	30.110	1.5	1.5	2.0	7.500	7.000	0.000	0.600
PLUMBER		ALL		37.650	41.420	1.5	1.5	2.0	6.000	12.95	0.000	1.150
ROOFER		BLD		26.140	27.390	1.5	1.5	2.0	9.000	6.420	0.000	0.280
SHEETMETAL WORKER		BLD		30.540	32.610	1.5	1.5	2.0	7.140	11.52	0.000	0.540
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON		BLD		27.270	28.770	1.5	1.5	2.0	8.950	6.020	0.000	0.530
SURVEY WORKER	->	NOT IN EFFECT				ALL	27.130	28.130	1.5	1.5	2.0	6.750 7.410 0.000 0.800
TERRAZZO FINISHER		BLD		19.510	0.000	1.5	1.5	2.0	8.950	5.840	0.000	0.250
TERRAZZO MASON		BLD		23.850	24.350	1.5	1.5	2.0	8.950	5.840	0.000	0.250
TILE LAYER		BLD		27.300	28.670	1.5	1.5	2.0	8.360	9.760	0.000	0.600
TILE MASON		BLD		23.850	24.350	1.5	1.5	2.0	8.950	5.840	0.000	0.250
TRUCK DRIVER		ALL 1		33.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 2		33.560	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 3		33.820	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 4		34.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL 5		35.000	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250

TRUCK DRIVER	O&C 1	26.480	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 2	26.850	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 3	27.060	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 4	27.280	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 5	28.000	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TUCKPONTER	BLD	27.270	28.770	1.5	1.5	2.0	8.950	6.020	0.000	0.530

Legend: RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pnsn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

ROCK ISLAND COUNTY

MILLWRIGHT (SOUTH) - South of Interstate 80.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER - BUILDING

Class 1: General laborer, carpenter tender, tool cribman, salamander tender, flagman, form handler, floor sweeper, material handler, fencing laborer, cleaning lumber, landscaper, unloading explosives, laying of sod, planting/removal of trees, wrecking laborer, unloading of Re-Bars, scaffold worker, signal man on crane.

Class 2: Handling of materials treated with creosote, kettle men, prime mover or motorized unit used for wet concrete or handling of building materials, vibrator operator, mortar mixer, power tools used under the jurisdiction of laborers, sand points, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operator, jackhammer and drill operators, paving breakers, air tamping hammerman, concrete saw operator, concrete burning machine operator, coring machine operator - hod carrier and plasterer tender.

Class 3: Caisson worker after 6 foot depth, dynamite man, asbestos abatement worker, tunnel miners - mixerman (plaster only), pump man.

LABORER - HEAVY & HIGHWAY

Class 1: Rod or chain man, flagman, dumpman, spotter, broom man, landscaper, planting and removal of trees, fencing laborers, dispatcher, ticket writer, scaleman, cleaning of forms or lumber (in bone yard), laying of sod, moving and/or maintenance of flares and barricades.

Class 2: Operation of all hand, electric, air, hydraulic or mechanically powered tools under the jurisdiction of Laborers' including jackhammers, tempers, air spades, augers, concrete saws, chain saws, utility saws, rock drills, vibrators, mortar mixer, power and hand saw (when clearing timber) general laborer (not elsewhere covered), craft-tender, material checker, material handler, form handler, concrete dumper, puddler, form setter helper, explosives handler, dynamite helper, center strip, reinforcing in concrete, wire mesh handler and installer, prime mover or any mechanical device taking the place of concrete buggy or wheelbarrow, sandpoint setter, asphalt kettleman. Sheeting hammer drivers, laying and jointing of telephone conduit, gas distribution men, pipe setter on laterals, drain tiles, culvert pipe, and storm sewer catch basin leads, catch basins, manholes, batch dumpers, tank cleaners, cofferdam workers, bankman on floating plant, jointman with pipelayers. Back-up man (corker, joint maker) with pipe setter on sewer and water mains, batterboard man or laser operator on sewer and water main, labor in ditch, or tunnel, on sewer or water mains and telephone conduit. Cutters, burners, torchman, gravel box man, asphalt plant laborers, concrete plant laborer, deck hand, unloading of steel and rebar, laser beam operator, wrecking laborers.

Class 3: Asphalt raker or luteman, head form setter, head dynamite man (powderman) head string or wireline man (on paving), pipe setter on sewer or water main, gunnite nozzle man, asphalt or concrete curb machine operator, head grade man, head tunnel miner, concrete burning machine operator, coring machine operator, welder.

MATERIAL TESTER/INSPECTOR I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER/INSPECTOR II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEERS - BUILDING

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (boom, Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Trenching Machine (40 H.P. and over); Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater-Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump; Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; Off-Road Haul Units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-Propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights 28 ft. and above); Chip Spreader; Straddle Carrier; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-type Tractor Operating Scoop or Scraper or with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type (excluding hose work), and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (Self-Propelled); Self-Propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Distributor; Self-propelled Roller (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench

Machine (under 40 H.P.); Forklift (less than 6,000 lb. cap. or working heights below 28 ft.); Gypsum Pump; Conveyor over 20 H.P.; Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Farm-Type Tractor (without Power Attachment); Grout Pump (excluding hose work).

Class 3. Skid Loader; Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; Water Pumps; Air Compressor (400 c.f.m. or over); Deck Engineers.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

OPERATING ENGINEERS- HIGHWAY

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump (excluding truck-mounted); Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; off-road haul units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights above 28 ft.); Chip Spreader; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-Type Tractor Operating Scoop or Scraper with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type, and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies); Trenching Machine (40 H.P. and over).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Farm-Type Tractor without Power attachment; Distributor; Straddle Carrier; Self-propelled Roller or Compactor (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. capacity or working heights below 28 ft.); Conveyor over 20 H.P.; Air Compressor (400 c.f.m. or over); Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Grout Pump (excluding hose work).

Class 3. Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; skid steer.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Truck mounted Concrete Conveyor or Pumps Extending to 90 ft. or more.

Class 8. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials,

tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.
TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.