



MOLINE CITY COUNCIL AGENDA

Tuesday, June 23, 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 Parker

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 16, 2015, and May Financial Report.

Second Reading Ordinances

1. 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.

Resolutions

2. Council Bill/Resolution 1063-2015

A Resolution authorizing the Mayor to execute a hold harmless agreement between the City of Moline and the Illinois State Police for the right to use City property located at 2510 5th Avenue for Illinois State Police S.W.A.T. training on August 4-6, 2015.

Explanation: The Illinois State Police has requested to use City property located at 2510 5th Avenue for Illinois State Police S.W.A.T. training on August 4-6, 2015. The City's cooperation will make possible the Illinois State Police's training that will ultimately provide for improved law enforcement services in the State of Illinois. The appropriate insurance coverage for this activity is in effect and on file with or through the Illinois State Police. The Illinois State Police, as an agency of the State of Illinois, is included in a comprehensive, statutorily created self-insurance program. The subject hold harmless agreement will protect the City from any liability associated with the scheduled S.W.A.T. training.

Fiscal Impact: N/A

Public Notice/Recording: N/A

3. Council Bill/Resolution 1064-2015

A Resolution authorizing the Mayor and City Clerk to execute a Contractual Agreement between the City of Moline and the Illinois Department of Revenue setting forth the terms for acceptance of a grant award to the police department in the sum of \$6,490.

Explanation: The Illinois Department of Revenue (Liquor Control Commission) has awarded the police department a grant in the sum of \$6,490 to conduct a retail education and enforcement program with Moline tobacco retailers. The program provides for three compliance checks to be conducted during the term of the agreement, August 1, 2015 through June 30, 2016.

Fiscal Impact: Grant award of \$6,490

Public Notice/Recording: N/A

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

Omnibus Vote

Non - Consent Agenda

Resolutions

4. Council Bill/Resolution 1065-2015

A Resolution authorizing the Mayor and City Clerk to execute an agreement between the City of Moline and the Illinois Department of Transportation for items proposed in the 27th Street and 38th Avenue improvement project.

Explanation: The Illinois Department of Transportation (IDOT) proposes to improve portions of 27th Street and 38th Avenue in advance of and in preparation for the replacement of the I-74/John Deere Road interchange. IDOT proposes to replace the John Deere Road bridge over 27th Street, replace the pavement on both 27th Street and 38th Avenue, and to reconfigure the 27th Street and 38th Avenue intersection. Further, IDOT is agreeable to adding pedestrian and bicycle accommodations consistent with the recommendations in the City of Moline’s River-to-River Corridor Study. In order to allow Phase 1 engineering to proceed, IDOT requests the City of Moline pass a Resolution agreeing to cost sharing and ownership responsibilities as detailed in IDOT’s May 29, 2015 letter. IDOT agrees to fund 100% of the construction cost of the bridge replacement and street improvements and 80% of the construction cost of the sidewalk, multi-use path, and associated retaining walls. In return, the City agrees to fund 20% of the construction cost of the sidewalk, multi-use path, and associated retaining walls, and assume ownership and all future maintenance responsibilities for the sidewalk, multi-use path, and associated retaining walls. The City’s 20% share of the construction cost is estimated to be \$239,000.

Fiscal Impact: Motor Fuel Tax funds will be budgeted in future Capital Improvement Programs.

Public Notice/Recording: N/A

1065-2015		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

5. Council Bill/Resolution 1066-2015

A resolution authorizing the City to participate in the Illinois Housing Development Authority Blight Reduction Program; and authorizing the Mayor and City Clerk to execute the Tri-Party Agreement between the City, the Illinois Housing Development Authority, and the Moline Community Development Corporation setting forth the terms and conditions governing the disbursement and use of funds for the Blight Reduction Program in the amount of \$280,000.00; and Authorizing the Mayor, City Clerk, and City staff to do any and all things necessary to execute all necessary assurances and certifications pursuant to the Blight Reduction Program requirements; ratifying all documents, agreements and instruments executed in connection with the BRP, including those acts taken prior to the date hereof.

Explanation: On December 9, 2014 the City and the Moline Community Development Corporation entered into a Memorandum of Understanding and submitted a joint application to the Illinois Housing Development Authority (IHDA) for the Blight Reduction Program (BRP). The application was approved for \$280,000 to assist with the refinancing of the eligible acquisition, demolition and greening costs with respect to eight (8) blighted, vacant residential properties previously approved by IHDA for the eventual reuse and redevelopment

of those properties. The City of Moline, undertaking the obligations of the BRP, will enter into a Tri-Party Agreement with IHDA and CDC outlining the roles and responsibilities of each entity. The Agreement will be provided to the City and CDC sometime next week.

Fiscal Impact: + \$280,000
Public Notice/Recording: N/A

First Reading Ordinances

6. Council Bill/Special Ordinance 4024-2015

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 Slide the City scheduled for Saturday, August 8, 2015.

Explanation: This is a first time event and has been reviewed and approved by the Special Event Committee.

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

1066-2015		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

7. Council Bill/Special Ordinance 4025-2015

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 Moline Centre Main Street’s Thursday Night Concert with Car Show scheduled for Thursday, July 9, 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

Consideration		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

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)

4025-2015		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

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

Council Bill/Resolution No. 1063-2015
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor to execute a hold harmless agreement between the City of Moline and the Illinois State Police for the right to use City property located at 2510 5th Avenue for Illinois State Police S.W.A.T. training on August 4-6, 2015.

WHEREAS, the Illinois State Police has requested to use City property located at 2510 5th Avenue for Illinois State Police S.W.A.T. training on August 4-6, 2015; and

WHEREAS, the City's cooperation will make possible the Illinois State Police's training that will ultimately provide for improved law enforcement services in the State of Illinois; and

WHEREAS, the appropriate insurance coverage for this activity is in effect and on file with or through the Illinois State Police; and

WHEREAS, the Illinois State Police, as an agency of the State of Illinois, is included in a comprehensive, statutorily created self-insurance program; and

WHEREAS, the subject hold harmless agreement will protect the City from any liability associated with the scheduled S.W.A.T. training.

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

That the Mayor is hereby authorized to execute a hold harmless agreement between the City of Moline and the Illinois State Police for the right to use City property located at 2510 5th Avenue for Illinois State Police S.W.A.T. training on August 4-6, 2015; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 23, 2015

Date

Passed: June 23, 2015

Approved: July 14, 2015

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

REQUEST AND AUTHORIZATION
USE OF PRIVATE PREMISES FOR TRAINING
ILLINOIS STATE POLICE
and
Moline, IL Rock Island County

This is to inform you that pursuant to the terms of this document, which is to be construed as a formal request, employees of the Illinois State Police hereby request use of property controlled by the City of Moline, IL Rock Island County and located at 2510 5th Ave for Illinois State Police S.W.A.T. training August 4-6, 2015. This is to assure you that appropriate insurance coverage for this activity is in effect and on file with or through the Illinois State Police.

The Illinois State Police, as an agency of the State of Illinois, is included in a comprehensive, statutorily created self-insurance program. The particulars of this coverage can be found at 5 ILCS 350/2 and 20 ILCS 405/64.1. Additional information concerning this coverage can be obtained from the Risk Management Unit of the Department of Central Management Services, 217/785-1954. This coverage adequately addresses insurance concerns relative to operations of the ISP S.W.A.T.

In addition, all students and instructors at the S.W.A.T. training will be State employees acting within the scope of their employment. As such, the State of Illinois shall bear the full responsibility for satisfying the exposure requirements mandated by the Worker's Compensation Act.

Finally, we understand and agree that the Illinois State Police's use of the above-described property shall be allowed from the date of this letter until this training venue is no longer available, unless this right of use is otherwise terminated or revoked at any time by you.

Thank you for your cooperation with the Illinois State Police. Your assistance has made possible the Illinois State Police's training that will ultimately provide for improved law enforcement services.

Signed: LT Will K. Guard
Lieutenant Kenny Guard
Illinois State Police
SOCOM Commander

Date: 5/19/2015

Authorization and Approval: _____

City of Moline, IL
Designated Agent/Representative

Date: _____



Council Bill/Resolution No. 1064-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Contractual Agreement between the City of Moline and the Illinois Department of Revenue setting forth the terms for acceptance of a grant award to the police department in the sum of \$6,490.

WHEREAS, the Illinois Department of Revenue, through the Illinois Liquor Control Commission, has agreed to fund a sum of money to conduct a retail education and enforcement program with tobacco retailers; and

WHEREAS, the proposed agreement provides for a grant award from the Illinois Department of Revenue in the amount of \$6,490 for the completion of three compliance checks; and

WHEREAS, the duration of the grant agreement is August 1, 2015 through June 30, 2016.

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 Contractual Agreement between the City of Moline and the Illinois Department of Revenue setting forth the terms for acceptance of a grant award to the police department in the sum of \$6,490; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 23, 2015

Date

Passed: June 23, 2015

Approved: July 14, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

ILLINOIS DEPARTMENT OF REVENUE
CONTRACTUAL AGREEMENT

City of Moline
619 16th Street
Moline, IL 61265

Federal Employers Identification No: 36-6005999 hereinafter referred to as Contractor or Contractor, and the State of Illinois, Department of Revenue, herein referred to as the Department, in consideration of the mutual covenant herein contained, agree as follows:

1. **NATURE AND CONDITIONS OF ASSIGNMENT**

The Contractor agrees to provide the following goods and/or services to the Department; which goods and/or services shall be expected to meet acceptable levels of performance:

In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

A. The number of tobacco retailers affected by this Agreement is determined to be 59.

B. A Contractor not participating in the FY 2015 Tobacco Enforcement Program (July 1, 2014 - June 30, 2015) is required to participate in an Annual Conference Call to review program assurances. Conference calls will be scheduled for the beginning of August 2015. A Contractor participating in the FY 2015 Tobacco Enforcement Program will be given the opportunity to participate if it desires.

C. The Contractor is required to contact each tobacco retailer, informing them of their participation in the program and that minimum-age tobacco laws will be enforced. This contact may be in person or in writing. A Contractor not participating in the FY 2015 Tobacco Enforcement Program is not allowed to initiate this contact until after their participation in the Annual Conference Call which will review the Tobacco Enforcement Program in detail.

D. the Contractor is required to distribute the Commission's Tobacco Retailer Kit to each tobacco retailer. A Contractor not participating in the FY 2015 Tobacco Enforcement Program must wait until after their participation in the Annual Conference Call to distribute the kits. A contractor must distribute the kits prior to the first round of compliance checks, regardless if the kits were distributed the previous year(s).

E. the Contractor will conduct three compliance checks on each tobacco retailer. The first round of compliance checks is due November 30, 2015; the second round of compliance checks is due February 28, 2016 and the third round of compliance checks is due May 31, 2016. Upon completion of each round of compliance checks, the Contractor will submit a *Tobacco Enforcement Program Summary Report*.

i) Contractors **not** participating in the program from the time period between July 1, 2014 and June 30, 2015 are required to issue written warnings for first round violations.

ii) Contractors participating in the program from the time period between July 1, 2014 and June 30, 2015 may elect to issue warnings or citations for first round violations.

iii) After the first round, all Contractors must assess monetary fines to all violators regardless if the tobacco retailer's first round compliance check resulted in a non-violation, warning or citation.

iv) The Contractor will recruit youth workers that are 16 or 17 years of age as the underage minor when conducting the required compliance checks.

v) Contractors receiving written permission from the Commission may elect to replace one round of retail compliance checks with one round of possession enforcement. Written permission from the Commission will include: the round of retail compliance checks which is to be replaced with possession enforcement; and the number of hours the Contractor will dedicate to possession enforcement. During possession enforcement, any minor found in possession will be given an "Illinois Tobacco Quitline" card to encourage access to cessation classes. The "Illinois Tobacco Quitline" cards will be provided to the Contractor by the Department.

F. Mandatory attendance or documentation of prior attendance at an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class for conducting compliance checks is required by at least one individual supervising your compliance checks every three years. The Contractor may elect to attend a Commission sponsored class which meets the Tobacco Enforcement Program requirements and timelines. For Commission sponsored classes, the Commission assumes responsibility for all registration fees, however Contractors are responsible for their travel related costs.

G. As required by state law, Contractors must have written procedures for conducting compliance checks. Written procedures can be submitted after attending an ILETSB certified compliance check training class and are due no later than October 28, 2015.

H. The Contractor is required to show proof of insurance meeting the requirements in section "12. Liability and Insurance" of this contract. If during the contract time period the proof of insurance document provided expires, the Contractor will provide updated proof of insurance.

I. Request for Grant Payment will be made by the Commission immediately after the Contractor's scheduled time for the Annual Conference Call provided the Contractor is compliant with grant requirements.

i) Permissible expenditures of the grant payment include but are not limited to: payroll and payroll related expenses incurred individuals conducting work related to the grant requirements with the individuals including Administrative staff, enforcement officers and minors; travel related expenses including vehicle costs/maintenance; training cost for officers and/or minors; purchase of tobacco products and meal allowances; software and/or equipment purchase for training; equipment purchases for inspections; and educational and/or training materials to supplement the Tobacco Retailer Kit or other youth access prevention materials. Questions regarding acceptable expenditures should be directed to Laura Murphy of the Commission.

ii) Contractors receiving grants in excess of \$25,000 must submit quarterly reports describing the progress of the program and the expenditure of grant funds.

iii) Any funds not expended by June 30, 2016 must be returned to the Commission within 45 days.

2. PAYMENT FOR SERVICES

The amount payable for the services rendered shall be \$6490. No other charge by the Contractor may be paid for services rendered under this agreement without the written approval of the Department.

3. REIMBURSEMENT FOR EXPENSES

The Contractor will not be eligible for reimbursement by the Department of any expenses that the Contractor accrues in performance of this Agreement.

4. GEOGRAPHIC AREA SERVED

The Contractor shall accept assignments within the following geographic area: State of Illinois.

5. DURATION OF AGREEMENT

This agreement shall begin on August 1, 2015, and remain in effect until June 30, 2016. No payment shall be made for services rendered prior to the effective date of this agreement.

6. TERMINATION

Each party reserves the right to terminate this contract at any time on 30 days written notice to the other party. In the event of default or non-compliance with the terms of this contract, it may be terminated immediately. In the event of termination, the Department shall not be liable for amounts other than payments for services hereunder which have accrued up to the date of termination.

7. TAX LAW COMPLIANCE

The Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

8. VOUCHERS

The Department shall submit, on behalf of the Contractor, vouchers for payments under this agreement monthly, semi-annually, or annually; the Contractor shall account for the completion of work on such forms and under such procedures as are required by the Department. Vouchers submitted more than thirty (30) days following termination of this agreement or later than thirty (30) days following the end of the fiscal year (June 30, 2016), will not be honored by the Department.

9. EMPLOYMENT STATUS

Contractor acknowledges that for purposes of the Illinois Pension Code, the State Employees' Group Insurance Program and other benefits provided to persons who are on the regular payroll of the State, the services rendered pursuant to this agreement are not rendered as an employee of the State and amounts paid pursuant to this agreement do not constitute compensation paid to an employee for such purposes.

10. LAWS OF ILLINOIS

This contract shall be governed by Illinois law and administrative rule including the Standard Procurement Rules. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims, or if jurisdiction is not accepted, then with the appropriate state or federal court located in Sangamon County, Illinois (705 ILCS 505/1).

11. CONFIDENTIALITY

1. CONFIDENTIALITY OF TAX RETURN INFORMATION. Services provided to the Department by Contractor may require Contractor to have access to and use of

documents and data which may contain tax return information. Tax returns and tax return information are confidential and may not be disclosed under Illinois or federal law, including, but not limited to, 35 ILCS 5/917, 35 ILCS 120/11, 26 U.S.C. 7213, and 26 U.S.C. 7431. These statutes provide for the imposition of criminal penalties for improper disclosure of confidential tax return information. Contractor agrees that it shall keep confidential all tax returns and tax return information that it accesses and uses in performance of its services to the Department and will not provide it to any third party unless approved in writing by the Department. Contractor agrees to protect such information from unauthorized disclosure by it and its employees and by its corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. Contractor further agrees to inform its personnel having access to such information of the confidential and statutorily protected nature of tax information and of the penalties associated with improper use or disclosure of such information.

2. CONFIDENTIALITY OF PROCESSES AND PROCEDURES. Services provided to the Department by Contractor may require Contractor to have access to and use of processes and procedures employed by the Department in its administration of the Illinois tax acts. These processes and procedures are the property of the Department and are highly confidential. Contractor agrees that it shall keep confidential any and all information concerning such systems, processes, and procedures and will not provide it to any third party. Contractor further agrees to protect such information from unauthorized disclosure by Contractor and its employees and by Contractor's corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties.

12. LIABILITY AND INSURANCE

The State does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor. The State is unable to indemnify or hold harmless any contractor for claims based on the State's use of the contractor provided goods and services including software. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. Contractor shall carry Worker's Compensation Insurance in amount required by law. Contractor shall provide proof of insurance prior to the first payment by the Department to the Contractor.

If risk of loss transfers before delivery and installation at State's site, Contractor shall procure insurance chargeable to the State to cover all reasonable risks.

The State may self-insure against any and all risks.

13. APPLICABLE LAW

This agreement and contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This agreement shall be construed in accordance with the laws of the State of Illinois.

14. **LEGAL ABILITY TO CONTRACT:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- a. Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
 - b. Contractor is not in default on an educational loan (5 ILCS 385/3).
 - c. Contractor (if an individual, sole proprietor, or partner) has informed the Director of the Department in writing if he/she was formerly employed by the Department and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
 - d. Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
 - e. Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Contractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
 - f. If Contractor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
 - g. If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
 - h. Contractor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Contractor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

- i. Contractor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
- j. Contractor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Contractor, the Contractor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
- k. Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- l. Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- m. Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- n. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Department grants an exception (30 ILCS 565).
- o. Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Contractor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).
- p. Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- q. Contractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- r. Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- s. Contractor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

- t. Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- u. Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- v. Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- w. Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- x. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.
- y. Contractor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Contractor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Contractor's obligation under this Contract. Contractor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Contract, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and

officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

- z. Contractor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Contractors, as well as limitations on political contributions by certain Contractors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Contractor certifies, in accordance with Public Act 95-971, as applicable:

Contractor is not required to register as a business entity with the State Board of Elections.

or

Contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Contractor acknowledges that the State may declare this Contract void without any additional compensation due to the Contractor if this foregoing certification is false or if the Contractor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

15. BACKGROUND CHECK

The State may conduct criminal and driver history background checks of CONTRACTOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

16. AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60)

The Department shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department shall determine whether amounts appropriated are sufficient. The Department shall give CONTRACTOR notice of insufficient funding as soon as practicable. CONTRACTOR'S obligation to perform shall cease upon receipt of the notice.

17. SOLICITATION AND EMPLOYMENT

CONTRACTOR shall not employ any person employed by the Department at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the CONTRACTOR shall give notice immediately to the Department's director if CONTRACTOR solicits or intends to solicit for employment any of the Department's employees during the term of this CONTRACT. The Department has no authority to contractually refuse to hire CONTRACTOR'S employees who apply to the State for employment.

18. FISCAL FUNDING

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

19. SUBCONTRACTING AND ASSIGNMENTS

Subcontracting, assignment or transfer of all or part of the interests of contractor in the work covered by this agreement shall be prohibited without prior written consent of the Department. In the event the Department gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as contractor is hereby bound and obligated. Any contract with a subcontractor shall provide that the subcontractor shall maintain, for a minimum of five (5) years after the completion of the subcontract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract and that the Department of Revenue and Auditor General shall have the right to audit the books, records and supporting documents of any subcontractor within said five (5) year period. The contract shall also provide, that the subcontractor will fully cooperate with the department or Auditor General during the course of any audit.

20. BREACH

Failure of Contractor to perform as specified is cause for immediate termination of the contract at the option of the Department, without limitation upon any other relief available to the Department.

21. RIGHT TO AUDIT

The Contractor is required to permit the grantor Department, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use of which grant funds were provided.

AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Contractor and its subcontractors must retain its records for five years. Books and records

required to be maintained under this section shall be available for review or audit by representatives of: the procuring Department, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records.

"The Contractor certifies under oath that all information I the grant agreement is true and correct to the best of the Contractor's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification."

Executed this _____ day of _____, 20_____.

Contractor

Manager, Department of Revenue

Contractor, (printed name)

Laura Murphy
Manager, Department of Revenue

Title

Date

Date

Director, Department of Revenue

Date

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
 - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
 - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
 - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
 - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name:

Business Name City of Moline

Taxpayer Identification Number 36-6005999

Social Security Number

or

Employer Identification Number:

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: _____ Date: _____

Council Bill/Resolution No. 1065-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement between the City of Moline and the Illinois Department of Transportation for items proposed in the 27th Street and 38th Avenue improvement project.

WHEREAS, the Illinois Department of Transportation (IDOT) proposes to improve portions of 27th Street and 38th Avenue in preparation and advance for the replacement of the I-74 and John Deere Road interchange; and

WHEREAS, along the north side of 38th Avenue at Sta. 316+00, a retaining wall is warranted as a result of IDOT's proposed improvement; and

WHEREAS, as part of the widening on 38th Avenue, IDOT will extend the existing 11' x 9' culvert on 38th Avenue just west of I-74; and

WHEREAS, north of 38th Avenue along the east side of 27th Street, IDOT proposes a multi-use path with a retaining wall; and

WHEREAS, on 27th Street from 38th Avenue to the north mall entrance IDOT proposes sidewalk on the east side of 27th Street and a multi-use path on the west side of 27th Street; and

WHEREAS, IDOT proposes a multi use path on the south side of 38th Avenue, east of 27th Street; and

WHEREAS, the City of Moline agrees with items one through five shown in the document attached hereto as Exhibit A; and

WHEREAS, the resolution is necessary for IDOT to include the sidewalks and multi-use paths in the phase one report.

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

That the Mayor and City Clerk are hereby authorized to execute an agreement between the City of Moline and the Illinois Department of Transportation for items proposed in the 27th Street and 38th Avenue improvement project; provided, however, that said agreements are in substantially similar form and content to those attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 23, 2015

Passed: June 23, 2015

Approved: July 14, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney



Illinois Department of Transportation

Division of Highways / Region 2 / District 2
819 Depot Avenue / Dixon, Illinois / 61021-3500
Telephone 815/284-2271

PROGRAM DEVELOPMENT

FAI Route 74 (I-74)

Section (81-2)R

County Rock Island

Contract 64H87

Job Number P92-040-11

Description Reconstruction of I-74 in Moline from 0.9 mile south of 23rd Avenue (Avenue of the Cities) to the Rock River.

May 29, 2015

Honorable Scott Raes
Mayor
619 16th Street
Moline, Illinois 61265

Dear Mayor Raes:

The purpose of this letter is to inform you that the Illinois Department of Transportation (IDOT) is presently preparing the preliminary engineering (phase one) for the reconstruction of I-74 from 0.9 mile south of 23rd Avenue (Avenue of the Cities) to the Rock River, including the interchange with IL 5 (John Deere Road). As part of the phase one study, IDOT will include portions of 27th Street and 38th Avenue as shown in the attached plan sheets.

At this time, IDOT would like to coordinate details of the project with the City of Moline. Illinois Department of Transportation representatives have been corresponding with your engineering staff and need to formalize some of the discussions. Several topics of the correspondence are listed below.

1. Along the north side of 38th Avenue at Sta. 316+00, a retaining wall is warranted as a result of our proposed improvement. The construction costs of this wall will be IDOT's responsibility.
2. As part of the widening on 38th Avenue, we will need to extend the existing 11' x 9' culvert on 38th Avenue just west of I-74. In conversations with your engineering staff, IDOT will extend, rather than replace the culvert. This will be at IDOT's expense.
3. North of 38th Avenue along the east side of 27th Street, we are proposing a multi-use path with a retaining wall. The estimated cost of this work is \$140,000.

Honorable Scott Raes
Page Two
May 29, 2015

4. On 27th Street from 38th Avenue to the north mall entrance we are proposing sidewalk on the east side of 27th Street and a multi-use path on the west side. Currently, there are no sidewalks or multi-use paths on 27th Street. On the west side of 27th Street, retaining walls are required to support the multi-use path on the existing berm that is currently between 27th Street and 26th Street A. This berm is the only feasible location for a multi-use path south of 38th Avenue. The estimated cost for this work is \$980,000.

5. On 38th Avenue east of 27th Street, we are proposing a multi-use path on the south side of the road. The estimated cost for this work is \$75,000.

Items 1 through 5 require ownership and maintenance by the City of Moline. Items 3 through 5 require 20% cost sharing by the City of Moline. The costs described in items 3 through 5 are estimates, and are subject to refinement during the plan development (phase two) stage of the project.

Portions of 38th Avenue will need to be reconstructed at IDOT's expense as part of this project. At this time, we do not have a pavement design for 38th Avenue. The proposed pavement material and thickness will be determined during the phase two portion of the project.

After construction of 27th Street, IDOT proposes a jurisdictional transfer of the improved section of 27th Street to the City of Moline. The Illinois Department of Transportation is also open to discussions for jurisdictionally transferring more of 27th Street to the City of Moline, if a larger section of 27th Street better serves the City of Moline with a usable link to other city streets.

At this time, IDOT is requesting the City of Moline pass a resolution stating that it is in agreement with items one through five shown above. The resolution is necessary for IDOT to include the sidewalks and multi-use paths in the phase one report. In addition, we would like to meet with you at your office to discuss the jurisdictional transfer of 27th Street.

If you would like more information or have any further comments or questions about the project, please contact Mat Dobie at (815) 284-5362.

Sincerely,



Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

MD-0003/fd

Enclosures: Location map, Plan sheets with cross sections for 27th Street and 38th Avenue, 38th Avenue culvert plan with cross section, Retaining wall plans with cross sections for 27th Street and 38th Avenue

Council Bill/Resolution No. 1066-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the City to participate in the Illinois Housing Development Authority Blight Reduction Program; and

AUTHORIZING the Mayor and City Clerk to execute the Tri-Party Agreement between the City, the Illinois Housing Development Authority, and the Moline Community Development Corporation setting forth the terms and conditions governing the disbursement and use of funds for the Blight Reduction Program in the amount of \$280,000.00; and

AUTHORIZING the Mayor, City Clerk, and City staff to do any and all things necessary to execute all necessary assurances and certifications pursuant to the Blight Reduction Program requirements; and

RATIFYING all documents, agreements and instruments executed in connection with the BRP, including those acts taken prior to the date hereof.

WHEREAS, in the Spring of 2014, Illinois Housing Development Authority (“IHDA”) created the Blight Reduction Program (“BRP”) to decrease preventable foreclosure and stabilize neighborhoods by supporting Illinois units of government and their Not-For-Profit Partners as they target blighted, vacant residential properties for demolition, greening and eventual reuse or redevelopment; and

WHEREAS, the BRP requires applicants be an Illinois local unit of government and that the applicant partner with a local not-for-profit agency in the application and implementation of program activities; and

WHEREAS, by way of Resolution 1167-2014 dated December 9, 2014, the City and Moline Community Development Corporation (“CDC”) entered into a Memorandum of Understanding (“MOU”) and submitted a joint application to IHDA for the BRP; and

WHEREAS, pursuant to the MOU, the City agreed to make a loan to CDC to acquire, demolish, green and maintain certain blighted/vacant residential units for the eventual reuse and redevelopment of those properties and place an instrument of debt against such properties; and

WHEREAS, the City and the CDC, were awarded \$280,000.00 in BRP funds as a loan from IHDA to assist with the refinancing of the eligible acquisition, demolition and greening costs with respect to eight (8) blighted, vacant residential properties previously approved by IHDA for the eventual reuse and redevelopment of those properties; and

WHEREAS, the City of Moline, undertaking the obligations of the BRP, will enter into a Tri-Party Agreement with IHDA and CDC outlining the roles and responsibilities of each entity; and

WHEREAS, the City and will work with CDC to implement the BRP under the appropriate IHDA program guidelines,

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

That the Mayor and City Council of the City of Moline adopt this resolution authorizing the City of Moline to participate in the Blight Reduction Program.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute a Tri-Party Agreement between the City, the Illinois Housing Development Authority, and the Moline Community Development Corporation setting forth the terms and conditions governing the disbursement and use of funding for the Blight Reduction Program in the amount of \$280,000.00.

BE IT FURTHER RESOLVED that the Mayor, City Clerk, and City staff are hereby authorized to do any and all things necessary and to execute all necessary documents, assurances and certifications, pursuant to the Blight Reduction Program requirements.

BE IT FURTHER RESOLVED that the City of Moline hereby ratifies all documents, agreements and instruments executed in connection with the BRP, including those acts taken prior to the date hereof.

CITY OF MOLINE, ILLINOIS

Mayor

June 23, 2015

Date

Passed: June 23, 2015

Approved: July 14, 2015

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

**BLIGHT REDUCTION PROGRAM
TRI-PARTY AGREEMENT**

THIS BLIGHT REDUCTION PROGRAM TRI-PARTY AGREEMENT (this “Agreement”) is made as of the 30th day of June, 2015 by and among the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the “Authority”), a body politic and corporate of the State of Illinois (“State”), created and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.* (1994) (“IHDA Act”), **CITY OF MOLINE**, an Illinois unit of local government (the “Unit of Local Government” or “ULG”) and **MOLINE COMMUNITY DEVELOPMENT CORPORATION, NFP**, an Illinois not-for-profit corporation (the “NFP”) (the ULG and the NFP shall be collectively referred to herein as the “Recipient”).

RECITALS

WHEREAS, the United States Department of Treasury (“Treasury”), under sections 101 and 109 of the Emergency Economic Stabilization Act of 2008 (P.L. 110-343), as may be amended from time to time (“EESA”), established the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (“HHF Program”); and

WHEREAS, the Authority submitted a successful proposal to the Treasury for the use of funds allocated to the HHF Program to develop and implement the Illinois Hardest Hit Fund Homeowner Emergency Loan Program and subsequent programs approved by the Treasury (“HHF Illinois Program”) in order to help decrease preventable foreclosures and stabilize housing markets in Illinois, and pursuant to the requirements of the HHF Illinois Program, the Authority and the Treasury entered into that certain Commitment to Purchase Financial Instrument and HFA Participation Agreement, as amended, and as may be further amended from time to time (collectively, “HFA Agreement”); and

WHEREAS, under the HFA Agreement, the Authority established a Blight Reduction Program (the “Program”) that will use, to the extent available, funds from the HHF Illinois Program to fund the Program and in order to help decrease preventable foreclosures and stabilize neighborhoods by targeting blighted, vacant, residential properties within certain targeted areas in Illinois for acquisition, demolition, greening/lot treatment, maintenance and eventual reuse, repurpose or redevelopment; and

WHEREAS, the Authority has issued, and ULG and NFP have accepted, that certain Conditional Commitment Letter dated May 15, 2015 (together with any amendments thereto, the “Commitment”), pursuant to which the Authority has agreed to make available those Funds from the Program (as described herein) to NFP (in conjunction with ULG) to provide the permanent financing in connection with the acquisition, closing, demolition, lot treatment, maintenance and administration of those Units approved by the Authority and as identified in **Exhibit A**, which are located in Moline, Illinois (the “Project”), and for no other purpose; and

WHEREAS, it is a condition of the Authority’s making the Program Funds available to the Recipient, each of ULG and NFP agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the Program Guide and the Program Requirements.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION**. The foregoing recitals are made a part of this Agreement as though such Recitals were fully set forth in this Section 1. All capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Commitment or the Program Guide.

2. **Definitions**:

- (a) "Blighted Property" shall have the meaning ascribed to it in the Program Guide.
- (b) "Administration" shall have the meaning ascribed to it in the Program Guide.
- (c) "Application" shall mean the application for the Loan submitted by ULG and NFP to the Authority on December 8, 2014, as approved and/or modified by the Authority.
- (d) "Business Day" shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.
- (e) "Demolition" shall have the meaning ascribed to it in the Program Guide.
- (f) "Disbursement" shall mean that portion of the Funds that may be disbursed to NFP for a Loan made in accordance with the Program Requirements and closed on a Unit Closing Date.
- (g) "Effective Date" shall mean June 30, 2015.
- (h) "Eligible Uses" shall have the meaning ascribed to it in the Program Guide.
- (i) "Funding Deadline" shall mean June 30, 2017.
- (j) "Loan" shall mean a forgivable loan (individually for each Unit, a "Loan" and collectively, for all of the Units, the "Loans"), up to the maximum amount of the Unit Cap per Unit, from the available Funds, to provide permanent financing for the Eligible Uses with respect to those Units approved by the Authority, as provided in this Agreement.
- (k) "Loan Documents" shall mean the Note, the Mortgage, the Environment Indemnity, this Agreement, the Application, the Commitment and any and all Other Documents evidencing or governing the Loan for each Unit.
- (l) "Maintenance" shall have the meaning ascribed to it in the Program Guide.
- (m) "Mortgage" shall mean that certain Mortgage, Security Agreement and Assignment of Rents and Leases in regards to a Loan (individually for each Unit, a "Mortgage" and collectively, for all of the Units, the "Mortgages"), dated as of the date of the Unit Closing Date and executed by Recipient in favor of the Authority, securing the Loan and constituting a valid

first (1st) lien on the Development, which Mortgage shall be recorded in the office of the Recorder of Deeds of the county in which the Unit is located; the Mortgage is made a part of this Agreement by this reference.

(n) "Note" shall mean that certain Mortgage Note in regards to a Loan (individually for each Unit, a "Note" and collectively, for all of the Units, the "Notes"), dated as of the date of the Unit Closing Date, executed and delivered to the Authority by NFP, payable to the order of the Authority, evidencing NFP's indebtedness incurred in connection with a Loan for a Unit; the Note is made a part of this Agreement by this reference.

(o) "Project" shall mean the acquisition, demolition, greening/lot treatment, maintenance and administration of the Units listed on Exhibit A.

(p) "Recapture" shall mean the repayment to the Authority the Recapture Amount if one or more of the Recapture Events occurs before the Loan's applicable Maturity Date.

(q) "Recapture Amount" shall mean the full amount of the Loan to be repaid to the Authority in the event of a Recapture Event, reduced by one-thirty-sixth (1/36th) of that amount for each month from the Unit Closing Date.

(r) "Termination Date" shall mean the date which is two (2) years after the Effective Date.

(s) "Unit Cap" shall mean the maximum amount of the Funds available in the refinancing of Eligible Uses in connection with an approved Unit, up to \$35,000.00, which may include the \$1,750 allocated towards Administration of the Unit and \$3,000 allocated towards Maintenance of the Unit, as provided in this Agreement.

(t) "Unit" shall have the meaning ascribed to it in the Program Guide.

All capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Commitment or the Program Guide, and if not defined therein, the meanings established in the HFA Agreement, and if not defined therein, the meanings established in the EESA and its rules and regulations.

As used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The titles and headings of the various sections and paragraphs of this Agreement are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain, or place any construction or interpretation on any of the provisions of this Agreement.

3. **GENERAL CONDITIONS.** The Recipient acknowledges that it has received, reviewed and understands the Program Requirements (as defined in the Commitment), including, but not limited to those set forth in the Program Guide (as amended and implemented by the Authority from time to time, "Program Guide")¹. Recipient agrees that, in addition to the provisions of this Agreement, it shall at all

¹ The current version of the Program Guide is available on the Authority website – see (<http://www.ihda.org/government/BRP.htm>). Recipient is ultimately responsible to ensure compliance with the current version of the Program Guide. Therefore, Recipient must check the Authority's Program website frequently for changes, updates and modification to the Program Guide.

times comply with the Program Requirements, including those described and/or referenced in the Program Guide, including all requirements with respect to each Loan and the Program. The Program Guide is incorporated into this Agreement by this reference. This Agreement and each Loan shall also be subject to the terms and conditions of the EESA, the rules, regulations and procedures promulgated under the EESA (the “HHF Rules”), the Program Guide and the Authority’s requirements for the Program all as they may be amended and supplemented from time to time (collectively, the “BRP Requirements”).

4. **TERM AND USE OF FUNDS.** This Agreement shall be effective as of the date hereof (the “Effective Date”) and shall remain in effect until the later of the following dates or events: (i) a closing has occurred for the Loan for the Recipient’s last Unit pursuant to the Program Requirements (*i.e.*, the last Unit Closing Date); (ii) Recipient has used all of the Funds awarded to Recipient under the Program and any Program Income (as defined below), if any; and (iii) the Termination Date (the “Term”). However the obligations of the Recipient for all reporting requirements shall survive the foregoing along with any other provisions of this Agreement that require survival of the Recipient’s obligations.

5. **AVAILABILITY OF THE FUNDS.**

(a) **Funds Available.** Subject to (i) the Program Requirements, (ii) the terms, covenants, and conditions set forth in this Agreement, (iii) the prompt and faithful performance by ULG and NFP of all of the terms, conditions and provisions of this Agreement, provided NFP (and ULG) is not then in default under the terms and conditions of this Agreement or any of the Loan Documents, (iv) the satisfaction of all of the conditions precedent contained in the Loan Documents and in reliance on all of the representations, warranties and covenants of both ULG and NFP set forth in this Agreement and in the other Loan Documents, the Authority agrees to make Program funds available to NFP, up to in the maximum aggregate amount of Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00) (the “Funds”), to assist with the permanent financing of the eligible acquisition, closing, demolition, greening/lot treatment costs incurred, and maintenance and administrative expenses to be incurred, with respect to a minimum of Eight (8) Units, as approved by the Authority, and located in Moline, Illinois.

(b) **No Guarantee.** All costs and expenses, even if later determined to be Eligible Uses, that are incurred by NFP (or the ULG) are incurred voluntarily and at the risk of NFP (and/or the ULG if it is incurring the cost or expense), and upon its own credit and expense. The Authority’s agreement to make the Funds available to NFP to refinance Eligible Uses does not constitute a guarantee that such costs will be reimbursed or refinanced by a loan from the Funds.

(c) **Funding Deadline.** The Funds shall only be available to NFP up to the Termination Date (the “Funding Deadline”). No disbursements of the Funds (and no further Loans) will be made after the Termination Date (or after an occurrence of a Default). **RECEIPIENT ACKNOWLEDGES THAT TIME IS OF THE ESSENCE WITH RESPECT TO THE FUNDING DEADLINE AND THAT IN NO EVENT SHALL THE FUNDING DEADLINE BE EXTENDED UNLESS SUBSEQUENTLY PERMITTED BY THE AUTHORITY.**

6. **TERMS AND CONDITIONS OF EACH LOAN GENERALLY.**

(a) **A Loan Per Unit.** NFP acknowledges that the Funds are to be disbursed and are comprised of a series of loans, a loan for each Unit. Upon completion and satisfaction of the Program Requirements for a Unit, the Authority will make a loan from the available Funds to NFP to provide refinancing of the Eligible Uses with respect to a Unit approved by the Authority (individually, for each Unit, a “Loan”, and collectively, for all of the Units, the “Loans”).

(b) **Amount of Each Loan.** The maximum amount of the Funds available for each Loan in the refinancing of Eligible Uses in connection with an approved Unit is the Unit Cap. The ULG and NFP will be responsible for any costs incurred in excess of the Unit Cap in the acquisition, closing, demolition, greening, administration and maintenance of a Unit.

(c) **Loan Terms.** Each Loan shall not bear interest and shall have a term of three (3) years from the date of the applicable Unit Closing Date (each is a “Maturity Date”). NFP agrees to repay to the Authority all, or a portion of a Loan if any Recapture Event (as defined in **Paragraph 6.d** below) occurs before the Maturity Date. After a Recapture Event (or a Default), the Loan shall bear interest at the Default Rate, as set forth in the Note, until the Default is cured. However, if no Recapture Event occurs before the Maturity Date, each Loan will be forgiven at the Maturity Date.

(d) **Recapture.** As a condition to the Authority’s making of the Loan, NFP agrees to repay to the Authority the Recapture Amount (as defined in subparagraph e below) if one or more of the following events (each such event is called a “Recapture Event”) occurs before the Loan’s applicable Maturity Date:

- (i) NFP sells, conveys or transfers title to the Unit;
- (ii) ULG and/or NFP have not performed their respective obligations under this Agreement, any of the Loan Documents or the Program Guide or they; or
- (iii) any other event of Default (as defined in **Paragraph 13** below) occurs pursuant to the terms of any of the Loan Documents.

The Authority reserves the right, in its sole discretion, to determine which event or events (each such event is called a “Permitted Transfer”) are *not* Recapture Event.

(e) If a Recapture Event occurs before the applicable Maturity Date, NFP shall pay to the Authority the full amount of the Loan reduced by one-thirty-sixth (1/36th) of that amount for each month from the Unit Closing Date (the “Recapture Amount”). After a Default, the Loan shall bear interest at the Default Rate, as set forth in the Note, until the Default is cured.

The provisions of this **Paragraph 6.d** shall encumber each Unit and be binding on any future owner of a Unit and the holder of any legal, equitable or beneficial interest in it for three (3) years from the applicable Maturity Date; provided, however: that: if no Recapture Event occurs before the Maturity Date or if any Permitted Transfer occurs; this Agreement shall automatically terminate and shall be deemed to have been released and this release provision shall be self-operative without the need, necessity or requirement for the Authority to record a written release or termination.

(f) **Evidence of a Loan.** Each Loan shall be evidenced by: (i) this Agreement; (ii) a Note, pursuant to which the NFP agrees, among other things, to repay to the Authority all, or a portion of the Loan as required pursuant to the terms of the Note; (iii) a Mortgage, which shall be a valid first, prior and paramount lien upon the fee title to each Unit; (iv) an update to the Environmental Indemnity listing the Unit; and (v) any and all other documents evidencing, securing and governing any and all indebtedness related to the Unit owing to the Authority by the Recipient or entered into in connection with the Loan (the “Other Loan Documents”).

(g) **Use.** The proceeds of a Loan shall be used by NFP solely for the permanent refinancing and reimbursement of the Eligible Uses incurred for a Unit in accordance with the Program Requirements and for no other purpose without the prior written consent of the Authority, which consent may be withheld by the Authority in its sole and absolute discretion.

7. **GENERAL LOAN DISBURSEMENT REQUIREMENTS.**

(a) **Compliance by Recipient; Amount of Loan.** It is expressly agreed and understood that the Authority's obligation to disburse a Loan to NFP under this Agreement from time to time shall be conditioned upon NFP's full and timely compliance with all the terms of this Agreement, including completing the demolition and greening/lot treatment of the Units as provided herein, and the other conditions set forth herein, including, without limitation, the conditions precedent set forth in **Paragraph 8** below. In no event shall the aggregate amount to be disbursed to NFP exceed the amount of the Funds allocated to the Recipient, and for any Unit, the amount to be disbursed shall not exceed the Unit Cap. Without limiting the foregoing, the Authority may immediately cease all or any Disbursements to NFP to the extent the Authority determines, in its sole discretion, that NFP (or ULG) is using the proceeds of any Loan in any manner which is not in compliance with the Program Requirements or the terms of this Agreement or there is some other occurrence of a Default under the terms of this Agreement or under the terms of any of the Loan Documents.

(b) **Disbursements.** The Authority shall disburse the proceeds of a Loan to NFP from time to time as a Unit is ready to close as provided herein and upon the conditions contained in this Agreement; provided, however, NFP must have at least one (1) Unit ready to close per quarterly Unit Closing Date (unless otherwise permitted by the Authority in its sole discretion). Furthermore, there will only be one disbursement per Loan (individually, for each Loan, a "Disbursement" and collectively, for all of the Units, "Disbursements"). Disbursement to NFP of a Loan shall be made in accordance with the Program Requirements.

(c) **Requests for Disbursement and Certification.** Prior to, and as a condition precedent of, each Disbursement of each Loan by the Authority relating to the Eligible Uses of each Unit, NFP shall furnish to the Authority, NFP's written request for Disbursement of the Loan ("Disbursement Request"), on a form supplied by the Authority, which must be satisfactory to the Authority in its sole and absolute discretion which shall, among other things, specify the amount of the requested Disbursement (which shall be consistent with the terms provided in this Agreement) for the Unit(s) to be closed at that quarter's Unit Closing Date; direct the Authority to disburse such proceeds of a Loan in accordance with this Agreement. **NFP's delivery of Disbursement Request shall be deemed to certify to the Authority, as of the date of the applicable Disbursement Request, that:**

- i.* no default by NFP (or the ULG), or condition or event which, with the giving of notice or passage of time, or both, in the opinion of the Authority, would constitute default by a Recipient, exists under this Agreement;
- ii.* the representations and warranties of NFP (and the ULG) contained in this Agreement, in the Commitment or in any other Loan Documents are true and correct and remain true and correct;
- iii.* NFP and the Unit, as applicable, shall be in compliance with the terms, conditions and covenants of this Agreement; and
- iv.* A hazardous material identification survey has been completed and the proper disposal of the materials have been identified in compliance with all applicable laws for each Unit to be closed at that quarter's Unit Closing Date.

(d) **Escrow Payouts.** Each Loan shall be made through escrow with a title insurance company chosen by NFP (and approved by the Authority) and upon such escrow terms and conditions as the Authority shall determine in its sole discretion. In such case, NFP shall execute such escrow agreement (the “Escrow Agreement”) with the title company as the Authority determines in its sole discretion is necessary or appropriate to protect the Authority’s interests (the “Title Company”). NFP shall endeavor to utilize, to the extent that this is reasonably possible, the same title insurance company to serve as the escrow agent for all of its Units receiving a Loan pursuant to this Agreement.

(e) **Frequency of Unit Closings - Quarterly.** Unit Closings will be held quarterly for those Units ready to close - provided the conditions precedent to such Disbursements and the Program Requirements for those Units to be closed that quarter, are met by NFP as determined by the Authority in its sole discretion. For the first quarterly Unit Closing Date, NFP will be required to submit all of the required documentation and showings for each Loan to be closed that quarter, **by no later than September 30, 2015**. Such quarterly Unit Closings will commence with the first full quarter ending after the Effective Date, so the first quarterly Unit Closing Date will be **October 30, 2015**. Within thirty (30) calendar days of the end of each quarter, NFP shall provide the Authority with: (i) a Disbursement Request (as described below) for each Unit to be closed in that quarter, and (ii) all of the required documentation and showings required for a Loan, as provided in the Commitment (in particular see Paragraph 8 of the Commitment).

(f) **General.** Without limiting the foregoing, the Authority shall only pay a Loan to NFP through escrow to the extent consistent with the Escrow Agreement and the Authority’s policies in effect from time to time concerning such payments and only to the extent NFP is in full compliance with all its obligations under this Agreement, including delivering to the Authority such information as the Authority may request from time to time as a condition to making such payment.

8. **CONDITIONS PRECEDENT TO A LOAN.** In addition to those documents set forth in **Paragraph 7** above, prior to and as conditions precedent to the Authority’s obligation to make a Loan and to make a Disbursement, Recipient shall deliver, or cause to be delivered, to the Authority **at least thirty (30) days prior to each Unit Closing Date**, and the Authority shall have accepted or approved, each of the documents, instruments and showings required pursuant to the Commitment, all of which shall be in form and substance satisfactory to the Authority.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF NFP.** To induce the Authority to enter into this Agreement and award and disburse the Loan to Recipient, Recipient hereby represents, covenants and warrants to the Authority as follows:

(a) **No Violation of Legal Requirements.** NFP’s use of the proceeds of a Loan, and NFP’s actions in completing the Project, including, but not limited to the purchase, demolition and greening/lot treatment by NFP with the proceeds of a Loan, do not and will not violate or conflict with any applicable law, statute, ordinance, rule, regulation or order of any kind, including any zoning, building, land use, noise abatement, environmental, hazardous substance or materials, occupational health and safety laws.

(b) **Necessary Permits.** All governmental permits, approvals and licenses required by applicable law to complete the Project, including the purchase, demolition, greening/lot treatment and maintenance of any Unit, have been validly issued and are in full force or, if the present stage of a Unit

does not allow the issuance of all such permits, approvals and licenses, then as each Unit progress, NFP shall promptly obtain such licenses, approvals and permits as and when they become available.

(c) **Organization.** NFP is duly existing and in good standing under the laws of the state of its formation.

(d) **Authorization; No Conflict.** NFP's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement are within its powers, have been duly authorized by all necessary company action, have been executed by the duly authorized and proper equity owners of NFP, require no governmental, regulatory or other approval that has not been previously obtained, and do not and will not contravene or conflict with any provision of (i) law, (ii) any judgment, decree or order binding upon NFP or (iii) NFP's organizational documents, and do not and will not contravene or conflict with, or cause any lien to arise under, any provision of any agreement or instrument binding upon Recipient.

(e) **Validity and Binding Nature.** This Agreement is a legal, valid and binding obligation of NFP enforceable against NFP in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally, subject to general principles of equity.

(f) **Accuracy of Information.** All information heretofore or contemporaneously furnished by NFP to the Authority for purposes of or in connection with this Agreement or obtaining each Loan is, and all other information hereafter furnished by NFP to the Authority will be, true and accurate in every material respect on the date as of which such information was or is so provided to the Authority. NFP has not omitted and will not omit any material fact necessary to prevent such information from being false or misleading. NFP has disclosed to the Authority in writing all facts which NFP reasonably believes could materially and adversely affect the business, properties, financial condition or results of operations of NFP, or any of its equity owners, principals or employees, or the use of the Funds or any Loan by NFP's or its performance under this Agreement.

(g) **Compliance with Applicable Laws.** NFP shall at all times remain in compliance with the requirements of all applicable laws, rules, regulations, and orders of all governmental authorities (federal, state, local or foreign), including, without limitation, the Program Requirements.

(h) **Litigation and Contingent Litigation.** No litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to NFP's best knowledge, threatened against NFP or any of its equity owners, principals or employees. In addition, there are no inquiries, formal or informal, which might give rise to such actions, proceedings or investigations of which NFP has knowledge. No litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to NFP's best knowledge, threatened in connection with any of the Units.

(i) **Continuation of Representations and Warranties.** The representation, warranties and covenants made in this Agreement shall remain true and correct at all times hereafter so long as any part of any of the Loans remain outstanding.

(j) **Delinquency.** Recipient represents and warrants to the Authority that it is not delinquent in the payment of any debt to the State (or if delinquent it has entered into a deferred payment plan with the State to pay the debt).

(k) **General Responsibilities.** In connection with the Project, NFP shall perform functions that include, but may not be limited to, the following:

(i) NFP has entered into an agreement acceptable to both parties with the ULG outlining its roles and responsibilities concerning its participation in the Program;

(ii) NFP will report data-points and financials to Authority, as required by the Authority from time to time;

(iii) NFP must develop an instrument of debt with the ULG, acceptable to both parties, which can take the form of a mortgage, forgivable loan, recapture agreement, or demand note.;

(iv) NFP will use the proceeds of the Loans for Eligible Uses as ascribed in Program Requirements;

(v) NFP will timely complete, or cause to be completed, the Eligible Uses for each Unit in a good and workmanlike manner in compliance with industry standards and in accordance with the Program Requirements set forth in this Agreement;

(vi) NFP will not permit any discrimination against on the basis of their gender, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in connection with its participation in the Program;

(vii) NFP will satisfy and continuing to satisfy all terms, conditions, and covenants of this Agreement, the other Loan Document and the Program Requirements, and has not suffered nor will suffer any event of default of any agreement, contract or requirement of the Authority, Treasury, the State, or any political subdivision thereof; and

(viii) Perform any other functions that the Authority may reasonably require.

(l) **Reasonableness of Eligible Uses.** NFP shall ensure that all expenditures made in connection with Eligible Uses for each Unit are “reasonable”, as determined by the Authority in its sole discretion, and shall maintain such documents and other evidence satisfactory to the Authority to evidence such compliance.

NFP acknowledges and agrees that the Funds shall be used only for the purposes described in this Agreement and that the award of Funds is conditioned upon the representations, warranties and covenants provided by NFP as set forth in this **Paragraph 9**.

10. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF UNIT OF LOCAL GOVERNMENT.** To induce the Authority to enter into this Agreement and award and disburse the Loan to ULG, ULG hereby represents, covenants and warrants to the Authority as follows:

(a) **No Violation of Legal Requirements.** ULG’s participation in the Program, ULG’s agreement with NFP, and ULG’s actions in completing the Project, including, but not limited to the sale of a Unit and a loan to NFP to finance the acquisition, demolition and greening/lot treatment by NFP, do not and will not violate or conflict with any applicable law, statute, ordinance, rule, regulation or order of any kind, including any zoning, building, land use, noise abatement, environmental, hazardous substance or materials, occupational health and safety laws.

(b) **Necessary Permits.** All governmental permits, approvals and licenses required by applicable law to complete the Project have been validly issued and are in full force or, if the present stage of a Unit does not allow the issuance of all such permits, approvals and licenses,

then as each Unit progress, ULG or NFP shall promptly obtain such licenses, approvals and permits as and when they become available.

(c) **Organization**. ULG is duly existing and in good standing under the laws of the State.

(d) **Authorization; No Conflict**. ULG's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement are within its powers, have been duly authorized by all necessary company action, have been executed by the duly authorized and proper persons, require no governmental, regulatory or other approval that has not been previously obtained, and do not and will not contravene or conflict with any provision of (i) law, (ii) any judgment, decree or order binding upon ULG or (iii) ULG's organizational documents, and do not and will not contravene or conflict with, or cause any lien to arise under, any provision of any agreement or instrument binding upon ULG.

(e) **Validity and Binding Nature**. This Agreement is a legal, valid and binding obligation of ULG enforceable against ULG in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally, subject to general principles of equity.

(f) **Accuracy of Information**. All information heretofore or contemporaneously furnished by ULG to the Authority for purposes of or in connection with this Agreement or obtaining each Loan is, and all other information hereafter furnished by ULG to the Authority will be, true and accurate in every material respect on the date as of which such information was or is so provided to the Authority. ULG has not omitted and will not omit any material fact necessary to prevent such information from being false or misleading. ULG has disclosed to the Authority in writing all facts which ULG reasonably believes could materially and adversely affect the actions properties, financial condition or results of operations of ULG, or any of its officials, officers or employees or its performance under this Agreement.

(g) **Compliance with Applicable Laws**. ULG shall at all times remain in compliance with the requirements of all applicable laws, rules, regulations, and orders of all governmental authorities (federal, state or local), including, without limitation, the Program Requirements, and all applicable historical preservation, environmental, demolition and lead based paint laws.

(h) **Litigation and Contingent Litigation**. Except as disclosed to the Authority (and approved by) in writing, no litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to ULG's best knowledge, threatened against ULG or any of its officials, officers or employees in connection with any of the Units. In addition, there are no inquiries, formal or informal, which might give rise to such actions, proceedings or investigations of which ULG has knowledge. Except as disclosed to the Authority (and approved by) in writing, no litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to ULG's best knowledge, threatened in connection with any of the Units.

(i) **Continuation of Representations and Warranties**. The representation, warranties and covenants made in this Agreement and in any other Loan Document, shall remain true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of a Disbursement, and true, accurate and complete at all times hereafter so long as any part of any of the Loans remain outstanding.

(j) **General Responsibilities.** In connection with the Project, NFP shall perform functions that include, but may not be limited to, the following:

(i) ULG has entered into an agreement acceptable to both parties with the Not-For-Profit Partner outlining its roles and responsibilities concerning its participation in the Program;

(ii) ULG is eligible to participate in the Program in accordance with the Program Requirements;

(iii) ULG certifies that each Unit is an Eligible Property in accordance with the Program Requirements

(iv) ULG has (or will obtain), or will cause NFP to obtain, the legal authority and rights to complete the demolition of each Unit;

(v) ULG must develop an instrument of debt, with the NFP, acceptable to both parties which can take the form of a mortgage, forgivable loan, recapture agreement, or demand note.;

(vi) ULG will not permit any discrimination on the basis of their gender, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in connection with its participation in the Program;

(vii) ULG will satisfy and continuing to satisfy all terms, conditions, and covenants of this Agreement, the other Loan Document and the Program Requirements, and has not suffered nor will suffer any event of default of any agreement, contract or requirement of the Authority, Treasury, the State, or any political subdivision thereof;

(viii) ULG will perform any other functions that the Authority may reasonably require.

ULG acknowledges and agrees that the Funds shall be used only for the purposes described in this Agreement and that the award of Funds is conditioned upon the representations, warranties and covenants provided by ULG as set forth in this **Paragraph 10**.

11. **OTHER PROGRAM REQUIREMENTS.**

(a) **Unit Requirements.** The Authority has approved the initial Eight (8) eligible properties listed on **Exhibit A**, as attached hereto and incorporated herein, as the Units for the Project. The Project was approved, in part, based upon the specific Units listed on **Exhibit A**, and any change to any of these Units shall be subject to Authority's prior written consent, at its sole discretion. The Authority's consent for any change in the Units must be obtained using the substitution procedures outlined in the Program Guide.

(i) Each Unit must meet the criteria listed in the Program Guide, including, but not limited to: (i) each Unit must contain not more than four (4) residential units; (ii) each Unit must be vacant, unoccupied, deemed to be blighted and in need of demolition by ULG; (iii) each Unit must have at least one Property Index Number (which is also commonly referred to as the "permanent index number" or "PIN") (unless evidence is submitted to and accepted by the Authority that the Unit complies with the Unit Definition Exception as provided in the Program Guide); and (iv) the Unit must be located in within the census tract of a BRP Target Area.

(ii) NFP should conduct an asbestos inspection in compliance with the Illinois Environmental Protection Agency and Illinois Department of Public Health regulations and any other inspections NFP deems reasonably necessary to complete the Project or that the Authority requests or requires.

(iii) NFP must hold title to a Unit prior to the commencement of any Eligible Uses, including, but not limited to any demolition activities.

(b) **Davis-Bacon Act Requirements.** The wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than the prevailing wage rates ("Prevailing Wages") for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality in which the work is to be performed, as determined by the United States Secretary of Labor, with respect to the Project, all as provided for under the Davis-Bacon Act, 40 USC 276a *et seq.* Recipient shall require that each contract for the Eligible Uses shall provide for (i) the payment of Prevailing Wages and (ii) that all subcontracts let for any of the Eligible Uses require the payment of Prevailing Wages.

(c) **NFP Requirements.** The Project was approved, in part, based upon the NFP included in the Application, and any change of the party who will serve as the NFP shall be subject to Authority's prior written consent, which consent is at its sole discretion. The use of an unapproved not-for-profit partner is considered a material breach of this Agreement. NFP has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, Treasury, the State, or any political subdivision thereof. NFP shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured.

(d) **Project Performance; Program Schedule.**

(i) The Authority may inspect or monitor, or retain third parties to inspect or monitor, NFP's compliance with the terms, conditions, and covenants of this Agreement, NFP's use of the Loan, the Units and the performance of the ULG and NFP against all obligations and covenants set forth in this Agreement, including the Exhibits attached hereto, and such other standards established by the Authority from time to time in its sole discretion. Without limiting anything in this Agreement, either Recipient's failure to meet the Program Requirements shall constitute a Default of this Agreement.

(ii) Each Recipient acknowledges that (A) time is of the essence with respect to this Agreement and with respect to each of the deadlines and milestones set forth in this Agreement, the other Loan Documents and the Program Guide, and (B) failure by NFP to achieve such deadlines or milestones shall entitle the Authority to exercise its remedies under this Agreement, including, without limitation, to declare a Default hereunder, to withhold, reduce or cancel any Loan from the Funds and/or Disbursements of any Loan or take any other action which the Authority may deem appropriate.

(iii) NFP must have a minimum of three (3) completed Unit Closings within six months of the Effective Date and at least half (50%) of the Units successfully closed within twelve (12) months from the Effective Date. If NFP fails to meet such requirement, in addition to any other remedies available to the Authority, the Authority may choose to terminate the Authority's obligation to make any Funds available to Recipient, recall the Funds and reallocate such Funds (to other applicants). NFP must complete all of the demolition and greening/lot treatment for all of the Units within twenty-three (23) months of the Effective Date. Notwithstanding the foregoing, the Authority, in its sole and absolute discretion, may at any time, and from time to time, extend these deadlines and milestones without having to amend this Agreement.

12. **RECORDS AND REPORTS.**

(a) **Monitoring.** The plans, specifications, books, contracts, records and documents relating to the Program shall at all times be maintained by the Recipient in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by the Authority or its agent or representative at any time as the Authority reasonably requires. Recipient authorizes the Authority to conduct on-site reviews, examine personnel records and to conduct any other procedure or practice necessary to assure compliance with this Agreement and applicable regulations. Recipient will ensure that all documents related to the Projects shall be kept for a period of five (5) years after the Termination Date. Records to be retained include, but are not limited to receipts and invoices for materials, supplies and services, and documentation to request reimbursement of expenses.

(b) **Financial Audit.** Each Recipient shall furnish the Authority with a compliance audit, prepared in accordance with the requirements of 24 CFR Part 85, OMB Circular A-133 (audits of State of Local Governments) and OMB Circular A-110, as applicable, which shall include but shall not be limited to the progress of the demolition and greening/lot treatment for each Unit and the use of the proceeds of each of the Loans, and the same shall be certified to the Authority by the respective Recipient and an Illinois-licensed certified public accountant. The Authority reserves the right to require such additional reports as it deems necessary. Notwithstanding the foregoing, or any other provision in this Agreement to the contrary, the Authority and its authorized representatives', agents' and third-party contractors' rights to site, document and personnel access for evaluation purposes are not limited to the required retention period, but shall last as long as records are retained. In addition, the books, contracts, records, and documents relating to the Program shall at all times be maintained by the Recipient in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by the Authority, the Auditor General, the Attorney General, HUD and/or Treasury (collectively, the "Auditor") or their respective agents or representatives at any time as the Auditor reasonably requires.

(c) **Audited Financial Statements.** Each recipient shall provide annual audited financial statements to the Authority no later than the earlier to occur of the following: (a) ninety (90) days after the end of its fiscal year, commencing with the first fiscal year ending after the Effective Date; or (b) as required pursuant to OMB Circular No. A-133 which was revised to show changes published in the *Federal Registers* of June 27, 2003 and June 26, 2007 – Audits of States, Local Governments, and Non-Profit Organizations ("OMB Circular No. A-133").

(d) **Project Files.** Recipient shall maintain files, in a manner acceptable to the Authority, for each Unit evidencing that the Recipient has met all requirements of the Program Requirements.

(d) **Furnishing Information.** At the request of the Authority, the Recipient shall furnish such reports, budgets, certifications and other documents required pursuant to the Program Requirements, or other applicable federal or State statutes or requirements, and shall give specific answers to questions from the Authority, from time to time, relative to the Funds, any Loan, and Recipient's contracts and operations in connection with the Program and the Units.

(e) **Books and Records.** Upon reasonable notice, Recipient and the General Contractor for all Projects shall allow the Authority, the Auditor General or Attorney General of the State of Illinois, or representatives or agents of any of such parties, (i) to inspect such Project, including, but not limited to each Unit, at any reasonable time, and from time to time at any time during normal business hours and (ii) to inspect and audit and have access to the records, books of

account and papers related to the Project, the operation, administration and maintenance of any Unit, or the uses for which the Loan has been utilized, including any supporting or related vouchers or papers, kept by or on behalf of the Recipient and their representatives or agents; such access shall include the right to make extracts or copies of them.

13. **DEFAULT.**

(a) **Default under Agreement.** If ULG or NFP fail to comply with, keep or perform any of their respective obligations, agreements, undertakings, conditions or warranties under the terms of this Agreement, any of the other Loan Documents, any other document executed and delivered by such party pursuant to this Agreement or in connection with a Loan, or under any of the Program Requirements, it shall constitute a Default. Each of the following shall also constitute a Default (“Default”):

i. There is an unreasonable delay in the demolition and/or greening/lot treatment of any Unit, or NFP causes any delay in such demolition and/or greening/lot treatment so that any Project may not, in Authority's judgment, be completed as required pursuant to the terms of the Loan Documents;

ii. If a petition in bankruptcy is filed by or against either NFP or the ULG, or a receiver or trustee of the property of the NFP is appointed, or if the NFP makes an assignment for the benefit of creditors or is adjudicated insolvent by any state or federal court. In the case of an involuntary petition, action or proceeding for the adjudication as a bankrupt or for the appointment of a receiver or trustees of the property of NFP not initiated by NFP, NFP and the ULG, respectively, shall have ninety (90) days after the service of such petition or the commencement of such action or proceeding, as the case may be, within which to obtain a dismissal of such petition, action or proceeding, provided that NFP is not otherwise in default under the terms of this Agreement; and/or

iii. There is a Recapture Event;

iv. Failure of Recipient to comply with any of the rules, regulations or provisions governing the Program including those referred to herein, or such statutes, regulations, executive orders and guidelines, policies or directives as may become applicable at any time from the Authority, the State or any other federal, state or local governmental agency;

v. Failure, for any reason, of Recipient to fulfill in a timely and proper manner any of its obligations under this Agreement or Recipient otherwise being in breach of this Agreement, including, without limitation the failure by the Recipient to achieve such deadlines or milestones set forth in the Project Schedule unless otherwise extended by the Authority in its sole and absolute discretion pursuant to the terms hereof;

vi. Failure of any representation or warranty to be true and correct at any time;

vii. Ineffective or improper use of the proceeds of a Loan;

viii. Submission by Recipient to the Authority of documents, reports or information that are incorrect or incomplete in any material respect.

ix. The existence of any collusion, fraud, dishonesty or bad faith by, or with the acquiescence of, Recipient or any of its (as applicable) officials, principals, equity owners, officers, directors, managers, employees, representatives or agents which in any way relates to or affects a Loan;

x. Recipient (A) is voluntarily adjudicated a bankrupt or insolvent or consents to or does not contest the entry of an order for relief against it as debtor; or (B) seeks, consents to or does not contest the appointment of a receiver, trustee, custodian or other similar official for itself or for all or any part of its property; or (C) files a petition or commences any case, proceeding or other action seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership, or other debtor relief under the laws of the United States or any state or any other competent jurisdiction;

xi. (A) a petition is filed, or any case, proceeding or other action is commenced against Recipient seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership, or other debtor relief under the laws of the United States or any state or other competent jurisdiction; or (B) a court of competent jurisdiction enters an order for relief against it as debtor, or an order, judgment or decree is entered appointing, with or without the consent or contest of Recipient, a receiver, trustee, custodian or other similar official for it, or for all or any part of its property, and in the case of either (A) or (B) such petition, case, proceeding, action, order, judgment or decree shall not be stayed within 60 days after the entry thereof or shall not be dismissed within 60 days after being commenced;

xii. Recipient dissolves, liquidates, suspends or discontinues its business; or

xiii. Recipient fails to meet any of the Program Requirements or milestones set forth herein; or

Recipient otherwise breaches the terms hereof or of any other Loan Agreement.

(b) **Suspension of Disbursements.** If any of the events described in this **Paragraph 13** have occurred, or if NFP has failed to satisfy any of the conditions precedent to any Disbursement set forth in this Agreement then, at Authority's sole discretion, Authority's agreement to make the Funds available to NFP as set out in this Agreement (if it has not been previously terminated) shall immediately, automatically and without notice of any kind (other than as may be required elsewhere in this Agreement or in the other Loan Documents) be suspended and Authority shall have no further obligation to make Disbursements or do any other act or thing under or with respect to this Agreement until such time as Authority is satisfied, in its sole discretion, that the event that occurred has not or will not mature into a Default or until the condition precedent has been satisfied.

(c) **Authority's Other Remedies Upon Default.** Upon the happening of any Default, Authority shall have the right, but not the obligation, to do any or all of the following, concurrently or successively, without further notice to Recipient:

i. Declare the one or more of the Notes to be, and the Notes shall thereupon become, immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are expressly waived, anything contained in this Agreement or in the Notes to the contrary notwithstanding;

ii. Terminate the Authority's commitments and obligations under this Agreement, including, but not limited to make the Funds available to Recipient, extend credit of any kind, or to make any Disbursement or any further Loans;

iii. Enter upon, take possession of, and use any Unit and all parts of it and all material, equipment and supplies on it and elsewhere that were ordered for or appropriated to any Project, and do anything that, in Authority's sole judgment, is necessary or desirable to fulfill, pay, settle or compromise the obligations of Recipient under this Agreement. All sums paid or incurred for demolition, completion and equipping of any Unit pursuant to the provisions of this Section or otherwise, and all other payments made or liabilities incurred by Authority under this Agreement of any kind whatsoever, including without limitation, reasonable attorneys' fees and charges or fees for supervision and inspection of the construction, shall bear interest from the date so paid or incurred at the Default Rate (as defined in the Notes) and such amounts, including interest, shall be deemed and shall constitute advances under this Agreement, as more fully provided below. The Authority and its designees, representatives, agents, licensees and contractors shall be entitled to such entry, possession and use without the consent of any party and without any legal process or other condition precedent whatsoever, except as specified above. NFP acknowledges that any interference with such entry, possession and use by Authority will cause irreparable injury and damages to Authority. Nothing in this Agreement shall impose any obligation on Authority to either complete or not to complete any Unit; and

(iv) Exercise such other rights and remedies as Authority may have at law or equity in addition to the rights and remedies established by this Agreement or any of the other Loan Documents.

None of the rights conferred upon Authority in this Section is intended to be exclusive of any other right or remedy contained in this Agreement, in the other Loan Documents or in any instrument or document delivered pursuant to this Agreement, and every such right or remedy contained in this Agreement and in the other Loan Documents, now or hereafter existing at law or in equity or by statute, or otherwise shall be cumulative and may be pursued consecutively or concurrently.

(e) **Advances.** It is specifically understood and agreed that all funds furnished by Authority and employed in performance of the obligations of Recipient under this Agreement shall be deemed advanced by Authority under an obligation to do so regardless of the identity of the person or persons to whom such funds are furnished, and regardless of the fact that certain conditions must be satisfied before Authority is actually obligated to furnish such funds. Funds advanced by Authority in the exercise of its judgment that such funds are needed to protect its security are to be deemed obligatory advances under this Agreement and are to be added to the total indebtedness evidenced by the Notes and secured by the Mortgages and such indebtedness shall be increased accordingly.

(f) **Effect of Grace or Cure Periods.** The Authority will determine, in its sole discretion, if and when a granting of a grace or cure period will be granted. The grant of a grace or cure period such shall not be construed to or have the effect of extending the deadline or periods granted for or replicating the grace or cure period relating to such matters.

14. **NO PERSONAL LIABILITY.** No member, director, officer, employee or agent of the Authority, or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Agreement.

15. **INDEMNIFICATION.**

(a) All of each Recipient's representations and warranties in this Agreement or in the other Loan Documents shall be true and correct in all material respects when made and as of the date of each Disbursement for each Unit, and shall remain in full force and effect, regardless of a Disbursement until all indebtedness to the Authority pursuant to this Agreement and the other Loan Documents is forgiven (or otherwise is paid in full). To the extent permitted by law, each Recipient shall indemnify, defend and hold the Authority, its members, directors, officers, employees and agents harmless from and against, and shall be obligated to pay and reimburse the Authority for any and all loss and damage including, without limitation, consultants', experts' and accountants' fees and reasonable attorneys' fees, that the Authority may sustain or incur, or suffer by reason of, or in connection with the Project, including without limitation the execution of the Loan Documents, the provision of the Funds, or disbursement of any Loan, any misrepresentation, breach of warranty or nonfulfillment of any covenant on the part of a Recipient. This obligation of Recipient shall survive the Term of this Agreement and the forgiveness, repayment or cancellation of any Loan.

(b) If a claim or suit is brought against the Authority or the Authority's officers, agents, employees or servants for which the Recipient is responsible pursuant to subparagraph (a) of this Section, the Recipient shall defend the Authority, with counsel of the Authority's choice, at the Recipient's sole cost and expense, and will pay any resulting claims, judgments, damages, losses, costs, expenses or settlements against the Authority or the Authority's members, directors, officers, employees or agents, including, but not limited to, attorneys' fees.

16. **JOINT AND SEVERAL OBLIGATIONS.** The respective obligations undertaken by the ULG and NFP are joint and several and Authority may, in its sole discretion, elect to pursue its rights and remedies against any one or more of the parties responsible for such obligations without pursuing such rights and remedies against all of such parties.

17. **AMENDMENT.** The parties may amend this Agreement, including the Exhibits hereto, at any time provided that such amendment is in writing and signed by a duly authorized representative of each of the parties, and is approved by the Authority's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Authority, the ULG or NFP from its obligations under this Agreement, except as specifically amended. The Authority may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available Funds amounts, or for other reasons. If such amendments result in a change in a Loan, the scope of the Project, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by all of the parties.

18. **NOTICES.** Any notices, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing (at the addresses set

forth below) by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

ULG: City of Moline
619 16 Street
Moline, Illinois 61265
Attention: K.J. Whitley
kwhitley@moline.il.us

NFP: Moline Community Development Corporation,
NFP
1830 6th Avenue
Moline, Illinois 61265
Attention: Bill Steinhauser
bsteinhauser@bethany-qc.org

The Authority: Illinois Housing Development Authority
401 N. Michigan, Suite 700
Chicago, Illinois 60611
Attn: Legal Department

And to:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attn: Community Affairs

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to subsection (a) hereof shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

19. **SUCCESSORS.** This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement or any of its obligations, or delegate any of its duties, hereunder without the prior written approval of the Authority.

20. **PUBLICITY.** Neither the ULG nor NFP shall communicate any public messages or advertisements related to the Program, the Project, the Funds, the Loans, the Units, nor any of the obligations or terms of this Letter including without limitation the execution of the Loan Documents and the provision of the Funds and of each Loan (collectively, the "Publicity") without the prior written approval of the Authority. Both the ULG and NFP shall consult with the Authority to develop a communication and outreach strategy to ensure that any public messages related to any Publicity is

consistent with the intent of the Program. Each of ULG and NFP shall notify the Authority at least ten (10) business days in advance and provide a copy of any proposed press releases, Publicity or any other public statements that refers to the Program, their participation therein, the results thereof. The Authority shall have the right to object to or modify such press release, statement or any other Publicity, in its sole discretion. This Section shall survive the termination or expiration of this Agreement.

21. **ASSIGNMENT**. The Authority may assign, negotiate, pledge or otherwise hypothecate all or any portion of this Agreement, or grant a participation interest in, or in any of its rights and security under this Agreement, including, without limitation, any Note and Mortgage. In case of such assignment, Recipient shall accord full recognition to it and agree that all rights and remedies of the Authority in connection with the interest so assigned shall be enforceable against Recipient by such assignee with the same force and effect and to the same extent as the same would have been enforceable by the Authority but for such assignment. Both the ULG and NFP shall not assign or attempt to assign its rights under this Agreement either voluntarily or by operation of law, except as otherwise permitted pursuant to this Agreement.

22. **NO JOINT VENTURE**. Notwithstanding anything to the contrary contained in this Agreement, the Authority, by making a Loan or by any action taken pursuant to this Agreement or the other Loan Documents, is not and shall not be deemed a partner or joint venturer with either the ULG or NFP. By execution of this Agreement, each of the ULG and NFP agrees to indemnify, defend and hold the Authority harmless from and against any damage or liability that may be incurred by the Authority as a result of a claim that the Authority is such a partner or joint venturer.

23. **DOCUMENTS OF FURTHER ASSURANCE**. ULG and NFP agree that, at any time or from time to time, upon the written request of the Authority, it shall execute, and if required, record (and pay all fees, taxes or other expenses relating to such recording) all such further documents and do all such other acts and things as the Authority may request to effectuate the transaction contemplated in this Agreement.

24. **SURVIVAL OF OBLIGATIONS**. Each of the Unit of Local Government's and NFP's obligations, as set forth in this Agreement, shall survive the Term and ULG and NFP shall continue to cooperate with the Authority and furnish any documents, schedules, exhibits or showings required hereunder.

25. **NOTICE OF LITIGATION**. During the Term, each of ULG and NFP shall promptly furnish the Authority a written notice of any litigation in which ULG or NFP is named a defendant or any litigation that affects or relates to any Unit.

26. **CONSTRUCTION OF AGREEMENT**.

(a) **Partial Invalidity**. If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) **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.

(c) 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 of the intent of any provision of this Agreement.

(d) Construction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

(e) Exhibits. The Exhibits attached hereto are incorporated herein and made a part of this Agreement.

27. **WAIVER OF JURY TRIAL**. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM OR THIS AGREEMENT. RECIPIENT ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH COUNSEL.

28. **JURISDICTION**. TO INDUCE THE AUTHORITY TO ACCEPT EACH OF THE NOTES, EACH OF THE ULG AND NFP IRREVOCABLY AGREES THAT, SUBJECT TO THE AUTHORITY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE LOAN DOCUMENTS WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. THE ULG AND NFP HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVE PERSONAL SERVICE OF PROCESS UPON EITHER OF THE ULG OR NFP, AND AGREE THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE ULG AND NFP AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

29. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

30. **LIABILITY OF AUTHORITY**. In no event shall the Authority be liable to the Recipient for consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by the Authority of its obligations under this Agreement or the Loan Documents or in connection herewith and the Recipient waives all claims for consequential and incidental damages and for all damages described herein.

31. **LOAN**. The parties acknowledge that the Loan is to be funded with monies provided by the Treasury, and that the Authority is under no obligation to request such funds for any Disbursement of Program Funds unless and until all necessary preconditions to Disbursement set forth in the Loan Documents shall have been satisfied to the Authority's satisfaction, and that significant time delays might result from a Loan of such monies by the foregoing. Without limiting the generality of **Paragraph 31** above, in no event shall the Authority be liable to a Recipient for any damages whatsoever which might result in whole or in part from any delays in obtaining any proceeds of a Loan.

[REST OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

UNIT OF LOCAL GOVERNMENT:

CITY OF MOLINE, an Illinois unit of local government

By: _____

Name: _____

Title: _____

NFP:

MOLINE COMMUNITY DEVELOPMENT CORPORATION NFP, an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____

Mary R. Kenney, Executive Director

Approved as to form:

By: _____

Nandini Natarajan, Chief Financial Officer

By: _____

Maureen Ohle, General Counsel

EXHIBIT A
ELIGIBLE PROPERTIES

Exhibit B
Moline's Eligible Property List

PIN#	Property Address	City/Town
08-33-119-004	2510 5 Avenue	Moline
17-04-111-002	1921 12 Avenue	Moline
08-31-430-016	141 7 Avenue	Moline
17-05-427-003	1503 26 Avenue	Moline
08-33-112-015	2307 6 Avenue	Moline
17-06-437-012	556 24 Avenue	Moline
08-33-302-012	726 22 Street A	Moline
17-05-200-039	1818 15 Avenue	Moline

Alternate		
08-31-438-002	715 3 Street	Moline
17-05-140-011	1844 11 Street	Moline
08-32-337-008	735 13 Street	Moline
08-34-114-005	422 38 Street	Moline
17-04-406-074	2381 32 Street	Moline
08-35-106-003	5338 5 Avenue	Moline
17-05-409-009	1915 16 Street	Moline

ENVIRONMENTAL INDEMNITY

THIS ENVIRONMENTAL INDEMNITY (this "Indemnity") is given as of this 30th day of June, 2015, by **MOLINE COMMUNITY DEVELOPMENT CORPORATION, NFP**, an Illinois not-for-profit corporation (the "NFP"), and **CITY OF MOLINE**, a unit of local government (the "Unit of Local Government" also known as "ULG") (NFP and ULG are collectively referred to in this Indemnity as the "Indemnitor"), to the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, a body politic and corporate created by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Indemnitee").

RECITALS:

A. ULG and NFP¹, concurrently with the execution and delivery of this Indemnity, are receiving from the Indemnitee the sum of up to Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00) (the "Funds") from the HHF Blight Reduction Program, the proceeds of which will be used for the acquisition, demolition, lot treatment, administration and maintenance of various real estate legally described in **Exhibit B** attached to and made a part of this Indemnity, and in subsequent exhibits attached hereto or to be attached hereto and each such attached **Exhibit** shall be made a part of this Indemnity as detailed in Section 13 hereafter, together with all improvements located or to be located on it (an individual parcel of real estate and improvements thereto shall be referred to as a "Unit" and all Units referred to in this Indemnity shall collectively be referred to as the "Premises").

D. The Indemnitee is unwilling to make the Loans unless the Indemnitor executes and delivers this Indemnity.

NOW, THEREFORE, in consideration of the Indemnitee's making of the Grant to the Developer, the Indemnitor agrees as follows:

1. Definitions. For purposes of this Indemnity, "Hazardous Material" means: (i) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. Sec. 9601 *et seq.*, and the Illinois Environmental Protection Act ("Illinois Environmental Act"), 415 ILCS 5/1 *et seq.*, as amended from time to time; (ii) "hazardous wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sec. 6902 *et seq.*; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or

¹ Under the HHF Blight Reduction Program, ULG and NFP are working cooperatively to complete the acquisition, demolition and lot treatment of the Premises, including, but not limited to NFP acquiring the Units from ULG and ULG financing such acquisition (which will be permanently financed with the Funds). As such ULG has an interest in each of the Units. As NFP acquires a Unit, it will be added as a new Exhibit.

dangerous waste, substance or material, all as amended or hereafter amended; (iv) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (v) any radioactive materials, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sec. 2011 *et seq.*, as amended or hereafter amended; and (vi) asbestos in any form or condition.

2. Representations and Warranties. The Indemnitor represents and warrants to the Indemnitee that:

(a) Compliance. The Premises and each Unit (including underlying groundwater, if any), and the use and operation of them, are currently in compliance with all applicable federal, state and local laws, ordinances, requirements and regulations (including consent decrees and those in connection with health, safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in **Paragraph 1** hereof, all as amended and modified from time to time (collectively, "Environmental Laws"). To the best of Indemnitor's knowledge, after due and diligent inquiry, all Hazardous Materials generated or handled on the Premises or any Unit have been disposed of in a lawful manner.

(b) Absence of Hazardous Material. No generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material has (to the best of Indemnitor's knowledge, after due and diligent inquiry) occurred, or is occurring on or from the Unit, except as has been disclosed in writing to and approved by the Indemnitee or except for cleaning and pest control products that may be used in the ordinary course of business of operating residential real estate ("Permitted Material"). No environmental or public health or safety hazards currently exist with respect to the Premises or any Unit, or the business or operations conducted thereon, [except for the possible presence of lead-based paint, asbestos and building code violations, all to be cured by the Indemnitor in the rehabilitation of the Premises or any Unit]. No underground storage tanks (including petroleum storage tanks) are present on or under the Premises or any Unit except as has been disclosed in writing to and approved by the Indemnitee.

(c) Proceedings and Actions. There have been (to the best of the Indemnitor's knowledge, after due and diligent inquiry) no past, and there are no pending or (to the best of Indemnitor's knowledge) threatened: (i) actions or proceedings by any governmental agency or any other entity regarding public health risks or the environmental condition of the Premises or any Unit, or the disposal or presence of Hazardous Material, or regarding any Environmental Laws; or (ii) liens or governmental actions, notices of violations, notice of noncompliance or other proceedings of any kind relating to Hazardous Material or Environmental Laws that could impair the value of the Premises or any Unit, or the priority of the Indemnitee's mortgage liens on them.

3. Indemnitor's Covenants. The Indemnitor agrees as follows:

(a) Compliance. Upon completion of demolition, the Premises or any Unit, and the use and operation of them, shall comply with all Environmental Laws, and all required governmental

permits and licenses shall remain in effect, and the Indemnitor shall comply with them. All Hazardous Materials present, handled or generated on the Premises or any Unit will be disposed in a lawful manner. The Indemnitor will satisfy all requirements of applicable Environmental Laws for the maintenance and removal of all underground storage tanks on the Premises or any Unit, if any. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Environmental Laws.

(b) Absence of Hazardous Material. Other than Permitted Material, no Hazardous Material shall be introduced to or handled on the Premises or any Unit without thirty (30) days prior written notice to the Indemnitee.

(c) Proceedings and Actions. The Indemnitor shall immediately notify the Indemnitee, and provide copies upon receipt, of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Premises or any Unit or compliance with Environmental Laws. The Indemnitor shall promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of the Indemnitee. The Indemnitor shall keep the Premises and every Unit free of any lien imposed pursuant to any Environmental Laws.

(d) Environmental Audit. The Indemnitor shall provide such information and certifications that the Indemnitee may reasonably request from time to time to ensure the Indemnitor's compliance with this Indemnity. To investigate the Indemnitor's compliance with Environmental Laws and with this Indemnity, the Indemnitee shall have the right, but no obligation, at any time to enter upon the Premises or any Unit, take samples, review books and records of the Indemnitor, interview the employees and officers of the Indemnitor, and conduct similar activities. The Indemnitor shall cooperate in the conduct of such an audit.

4. Indemnitee's Right to Rely. The Indemnitee shall be entitled to rely upon the Indemnitor's representations and warranties contained in this Indemnity despite any independent investigations by the Indemnitee or its consultants. The Indemnitor shall take reasonable actions to determine for itself, and to remain aware of, the environmental condition of the Premises and every Unit, and shall have no right to rely upon any environmental investigations or findings made by the Indemnitee or its consultants.

5. Indemnifications. The term "Indemnitee's Environmental Liability" shall mean any losses, liabilities, obligations, penalties, claims, litigation demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or nature whatsoever related to the Premises or any Unit (including reasonable attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against the Indemnitee in connection with or arising from:

(a) any Hazardous Material, on, in, under or affecting all or any portion of the Premises or any Unit, the groundwater, or any surrounding areas arising from conditions at

the Premises or any Unit;

(b) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Indemnity;

(c) any violation or claim of violation by the Indemnitor of any Environmental Laws;

(d) the imposition of any lien for damages caused by or the recovery of any costs for the cleanup, release or threatened release of Hazardous Material; or

(e) any claim against the Indemnitee under Environmental Laws, or any similar law now existing or hereafter enacted.

The Indemnitor agrees to indemnify, defend (at trial and appellate levels and with counsel acceptable to the Indemnitee and at the Indemnitor's sole cost) and hold the Indemnitee free and harmless from and against the Indemnitee's Environmental Liability.

It is expressly understood and agreed that, to the extent that the Indemnitee is strictly liable under any Environmental Laws, the Indemnitor's obligation to the Indemnitee under this indemnity shall likewise be without regard to fault on the part of the Indemnitor with respect to the violation or condition which results in Indemnitee's Environmental Liability.

Notwithstanding anything in this Indemnity to the contrary, Indemnitor's liability under this Indemnity shall not include any loss arising out of the gross negligence or willful misconduct of Indemnitee or release of Hazardous Materials by Indemnitee after Indemnitee has taken possession of the Premises or any Unit.

6. Survival. The foregoing indemnification, defense and hold harmless obligations shall forever survive repayment of the obligations of Developer to the Indemnitee or any transfer of the Premises or any Unit by foreclosure or by a deed in lieu of foreclosure in connection with any Indemnitee's Environmental Liability.

7. Interest. Any amount claimed under this Indemnity by the Indemnitee that is not paid by the Indemnitor within thirty (30) days after written demand from the Indemnitee shall bear interest at the rate of the lesser of nine percent (9%) per year and the highest rate permitted by law.

8. Binding Nature. This Indemnity and the indemnities and agreements contained herein shall be continuing, irrevocable and binding upon each of the persons and entities comprising the Indemnitor and their respective successors and assigns, and shall benefit the Indemnitee and its successors and assigns. [Notwithstanding anything to the contrary contained in this Indemnity, no liability or obligations under this Indemnity shall be construed to apply to any limited partner of Indemnitor (or to any of such limited partners' component partners)].

9. Notices. Notices under this Agreement shall be given as provided in **Exhibit B** attached to and made a part hereof.

10. **Governing Law.** This Indemnity shall be governed by and construed under the laws of the State of Illinois, exclusive of its conflict of laws principles, and any applicable laws of the United States of America.

11. **No Impairment.** The Indemnitor's obligations under this Indemnity shall in no way be impaired, reduced or released by reason of the Indemnitee's omission or delay to exercise any right described in this Indemnity, or any act or omission of the Indemnitee in connection with any notice, demand, warning or claim regarding violations of codes, laws, or ordinances governing the Premises or any Unit.

12. **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument with the same effect as if all parties had signed the same signature page.

13. **Multiple Premises.** The proceeds from the Loans will be utilized to demolish at least Eight (8) Units. The Indemnitor and the Indemnitee hereby agree that the indemnification, agreements, representations, warranties, covenants, rights, remedies and obligations contained in this Indemnity shall apply to each Unit of the Premises. As Indemnitor acquires each Unit, to add a Unit to this Indemnity, the Indemnitor and the Indemnitee shall attach as **Exhibit B, Exhibit C** and so on for each Unit hereto the relevant information for such Unit. Upon the attachment of an Exhibit for each Unit, the indemnification and other provisions of this Indemnity shall apply to such Unit and such Unit shall be a part of this Indemnity for all purposes as if it has been included on the date this Indemnity was initially signed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Indemnitor has caused this Indemnity to be executed by its authorized representatives.

UNIT OF LOCAL GOVERNMENT:
CITY OF MOLINE, an Illinois unit of local government

By: _____
Printed Name: _____
Its: _____

NFP:
MOLINE COMMUNITY DEVELOPMENT CORPORATION, NFP an Illinois not-for-profit corporation

By: _____
Printed Name: _____
Its: _____

EXHIBIT A
NOTICE PROVISIONS

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this document shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Indemnitee:
Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: Community Affairs

with a copy to:
Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: General Counsel

If to Indemnitor:
City of Moline
619 16 Street
Moline, Illinois 61265
Attention: K.J. Whitley, Community Development Program Manager

And:
Moline Community Development Corporation, NFP
1830 6th Avenue
Moline, Illinois 61265
Attention: Bill Steinhauser, President, Moline CDC Board of Directors

Such addresses may be changed by notice to the other party given in the same manner as provided in this Exhibit. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

In connection with any courtesy copy, the Indemnitee will exercise reasonable efforts to provide copies of any notices given to Indemnitor; however, the Indemnitee's failure to furnish copies of such notices shall not limit the Indemnitee's exercise of any of its rights and remedies under any document evidencing, securing or governing the Grant from Indemnitee to the Indemnitor, or affect the validity of the notice.

**EXHIBIT B
UNIT DESCRIPTION**

[INSERT UNIT LEGAL DESCRIPTION]

PIN: _____

Common Address: _____, Illinois

Council Bill/Special Ordinance No. 4024-2015
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 Slide the City scheduled for Saturday, August 8, 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:

Saturday, August 8, 2015, 4:00 a.m. to 7:00 p.m.
All lanes of 15th Street from the southernmost side of 7th Avenue to the northernmost side of 13th Avenue.

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/Special Ordinance No. 4025-2015
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 Moline Centre Main Street's Thursday Night Concert with Car Show scheduled for Thursday, July 9, 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:

Thursday, July 9 2015, 3:00 p.m. to 9:00 p.m.

All lanes of 17th Street from the northernmost side of River Drive to the end of the cul de sac

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