



MOLINE CITY COUNCIL AGENDA

Tuesday, November 3, 2015

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Liddell

Roll Call

Consent Agenda

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

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

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of October 20, 2015 and the Police Pension and Fire Pension Annual Reports.

Second Reading Ordinances

1. Council Bill/Special Ordinance 4047-2015

A Special Ordinance authorizing the Mayor and City Clerk to execute an Estoppel Certificate and Consent Agreement (“Agreement”) permitting Tower Assets Newco IX, LLC, a Delaware limited liability company, to take assignment of the Tower Site Option and Ground Lease Agreement (“Lease”) between the City and Pegasus Tower Development Company, LLC, for the site located at 2701 30th Street Court, Moline, Illinois.

Explanation: On March 30, 2010, the City executed a Lease with Pegasus Tower Company, LTD., for its placement of antenna facilities on City premises located at 2701 30th Street Court, known as Jefferson Park. Pegasus Tower Company, LTD., proceeded with exercising the option and pursuant to terms of the Lease, started its Lease with the City on January 1, 2011. Pursuant to terms of the Lease, Pegasus Tower Company, LTD., assigned its interest in the Lease to Pegasus Tower Development Company, LLC. City staff has received and reviewed the financials of Tower Assets Newco IX, LLC (“Tower Assets”) and finds them acceptable in valuation as a service provider. Execution of the Agreement by the City will allow Tower Assets to take assignment of the Lease upon closing of the transaction between Pegasus Tower Development Company, LLC, and Tower Assets. Additional documentation attached.

Fiscal Impact:

N/A

Public Notice/Recording:

Documents to be recorded by Pegasus Tower Development Company

Resolutions

2. Council Bill/Resolution 1124-2015

A Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District (MetroLINK) for the MetroLINK Passenger Ferry Boat Terminal Project and a Temporary Construction Easement for the Project.

Explanation: The City and MetroLINK wish to enter into an Intergovernmental Agreement to allow MetroLINK to lease a portion of City-owned property located at 3301 River Drive, Ben Butterworth Parkway, Parcel No. MO-3807-4, for the purpose of constructing and operating a passenger ferry boat terminal with a dock and an adjacent pedestrian walkway for the Channel Cat Water Taxi. MetroLINK has also requested a temporary construction easement for the area surrounding the Project for construction of the Project. MetroLINK's obligations under the Agreement, including construction approvals and project improvement disposal approvals, are made expressly contingent upon the consent of IDOT and the FTA. MetroLINK will lease the property from the City for \$1.00 per year, and the term of the lease will be forty years with an option to renew upon renegotiation by the parties. Following Project construction, the City will be responsible for the routine maintenance of and snow removal from the pedestrian walkway and any portions of the bike path located on the Project property, as well as maintenance of any City trash receptacles located thereon, and MetroLINK will be responsible for all other maintenance and repairs to the Project property. Additional documentation attached.

Fiscal Impact: \$1.00 annual rent payable to the City by MetroLINK

Public Notice/Recording: N/A

3. Council Bill/Resolution 1125-2015

A Resolution authorizing the Mayor and City Clerk to execute a Development and Economic Incentive Agreement between the City of Moline and S.J. Russell, L.C.

Explanation: S.J. Russell, L.C. has a contract to purchase a now vacant property within the City of Moline located at 5320 22nd Avenue, Moline, Illinois ("property"), and is proposing to construct a 20,000-25,000 s.f. office building at the property. The City and S.J. Russell, L.C. agree that to permit S.J. Russell, L.C. to construct the Development Project, it is necessary that the City provide an incentive in the form of certain economic development assistance in accordance with the law and the terms of this Agreement. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

4. Council Bill/Resolution 1126-2015

A Resolution authorizing the Mayor and City Clerk to execute an application for funding under the Rock Island County Waste Management Agency (RICWMA) for the Solid Waste Assistance Grant (SWAG) Program (FY16) in the amount of \$32,612.25 and authorizing City staff to do all things necessary to complete and submit said application.

Explanation: The Rock Island County Waste Management Agency awards grants to participating agencies based on their populations. The grants are to help with waste reduction and to facilitate and promote recycling. The Agency awards the grant using a formula of \$0.75 per resident; Moline's maximum grant eligibility is calculated on a population of 43,483 for a maximum grant of \$32,612.25. Additional documentation attached.

Fiscal Impact: \$32,612.25 has been budgeted for solid waste reduction.

Public Notice/Recording: N/A

5. Council Bill/Resolution 1127-2015

A Resolution approving and accepting proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the Fraternal Order of Police (FOP), Labor Council Lodge #77, relating to wages, hours of work and certain other conditions of employment for the contract term January 1, 2016 - December 31, 2018; and authorizing the Mayor and City Clerk to execute an agreement incorporating said changes with the Fraternal Order of Police (FOP), Labor Council Lodge #77, relating to wages, hours of work and certain other conditions of employment.

Explanation: As a result of negotiations, the negotiators for the City of Moline and Fraternal Order of Police (FOP), Labor Council Lodge #77, have agreed to certain proposed changes to the immediately prior contract language as set forth on the attachment marked Exhibit "A". The negotiators for the City of Moline submit same for Council approval and acceptance and authority for the Mayor and City Clerk to sign a new Memorandum of Understanding for the contract term January 1, 2016 - December 31, 2018, incorporating the changes. Additional documentation attached.

Fiscal Impact: Sufficient funding is available
Public Notice/Recording: N/A

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

Omnibus Vote

Non - Consent Agenda

Resolutions

6. Council Bill/Resolution 1128-2015

A Resolution authorizing the Mayor and City Clerk to execute a Contract with General Constructors, Inc. of the Quad Cities for Project #1194, 12th Street Retaining Wall Replacement, in the amount of \$521,538.10.

Explanation: Bids were opened and publicly read on October 13, 2015, for Project #1194 with the following results:

\$521,538.10	General Constructors, Inc. of the Quad Cities
\$591,109.23	Civil Constructors, Inc.
\$624,409.90	Centennial Contractors of the Quad Cities, Inc.
\$676,136.30	McCarthy Improvement Company
\$733,371.00	Valley Construction Company
\$754,573.50	Brandt Construction Company

Additionally, Alternate Bid pricing was received for \$50,000.00 to replace the decorative wrought iron railing on top of the wall and \$5,625.80 to add color to the concrete face of the wall. The Alternate Bid pricing is not included in the base bid totals above. If accepted, the Alternate Bid pricing would be an additional cost to the base bid. The Alternate Bid pricing was included in the bid solicitation due to the Moline Historic Preservation Commission’s request that the replacement wall retain the historic flavor and appearance of the existing wall. Additional documentation attached.

1128-2015		
Council Member	Aye	Nay
Liddell		
Acri		
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Mayor Raes		

Fiscal Impact: \$525,000.00 is budgeted in account #510-9965-438.08-43. \$210,000.00 of this amount comes from a payment from the previous property owner.

Public Notice/Recording: N/A

First Reading Ordinances

7. Council Bill/General Ordinance 3040-2015

An Ordinance amending Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1401, “ELECTRICAL CONTRACTOR LICENSE,” by repealing said section in its entirety and enacting in lieu thereof one new Section 8-1401, entitled “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION,” dealing with the same subject matter; and by amending Section 8-1402, “MECHANICAL CONTRACTOR LICENSE,” by repealing subsection (b) in its entirety and enacting in lieu thereof one new subsection (b) dealing with the same subject matter; and by amending Section 8-6101 “AMENDMENTS TO MOLINE ELECTRICAL CODE – GENERAL,” by repealing subsection (e) in its entirety and enacting in lieu thereof one new subsection (e) dealing with the same subject matter.

Explanation: It is in the City’s best interest to establish building and construction guidelines to protect the health, safety and welfare of City residents. City staff recommends an amendment to Section 8-1401 of the Moline Code of Ordinances to provide a definition of “Electrical Contractor” and a definition of “Licensed Electrician.” The amendment to Section 8-1401 would also clarify that only registered electrical contractors may secure permits. Section 8-1401 would further be amended to clarify that the City registers electrical contractors, and that such electrical contractor must be, or have as an employee, a licensed electrician. Language would also be added to Section 8-1401 to provide that the passing of a master’s electrical examination administered through another state is sufficient to prove that a person is a licensed electrician. City staff also reviewed Section 8-1402 of the Moline Code of Ordinances and recommends an amendment to

prohibit owners-occupants of single dwellings to conduct gas pressure testing at their dwelling and requiring such testing be done by a licensed mechanical contractor. City staff recommends amendment of Section 8-6101 of the Moline Code of Ordinances to allow for the use of Type NM and NMC cable in hotels, motels, and assisted care living facilities, including type II, IV and type V construction. The revisions to Sections 8-1401, 8-1402 and 8-6101 will add clarity to the Moline Code of Ordinances for contractors and residents that will protect the health, safety and welfare of City residents.

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

8. Council Bill/General Ordinance 3041-2015

An Ordinance levying a special AD VALOREM TAX within the City of Moline, Illinois, Special Service Area #5 of the City of Moline, Illinois, for the tax levy year 2015 collectible 2016, and enacting an ordinance relating to the same subject matter.

Explanation: On November 15, 2005, the City Council adopted Ordinance No. 4068-2005 establishing a Special Service Area. As provided by the Special Service Area Act, the services are to be provided through a levy of an annual property tax. For 2015, a levy of \$145,335.00 is required to fund the 2016 budget.

Fiscal Impact: Special services provided will be paid by the property owners within the established Special Service Area #5.

Public Notice/Recording: This ordinance must be filed with the County Clerk by the last Tuesday in December 2015.

9. Council Bill/General Ordinance 3042-2015

An Ordinance levying a special AD VALOREM TAX within the City of Moline, Illinois, Special Service Area #6 of the City of Moline, Illinois, for the tax levy year 2015 collectible 2016, and enacting an ordinance relating to the same subject matter.

Explanation: On July 15, 2008, the City Council adopted Ordinance No. 4034-2008 establishing Special Service Area #6. As provided by the Special Service Area Act, the services are to be provided through a levy of an annual property tax. For 2015, a levy of \$257,225.00 is required to fund the 2016 budget.

Fiscal Impact: Special services provided will be paid by the property owners within the established Special Service Area #6.

Public Notice/Recording: This ordinance must be filed with the County Clerk by the last Tuesday in December 2015.

10. Council Bill/General Ordinance 3043-2015

An Ordinance levying and assessing taxes for the City of Moline, Illinois, for the tax levy year 2015 collectible 2016, and enacting an ordinance relating to the same subject matter.

Explanation: Annually the City of Moline levies a tax on all real property within the City. It is collectible the following year and utilized as a revenue source for the budget. The recommended 2015 Tax Levy is \$14,801,470. No public hearing is required as the levy is less than 105% of the previous year.

Fiscal Impact: The levy must be passed and filed with the County Clerk in order to extend property taxes for the municipal portion of the property tax bill and will fund a portion of the 2016 budget.

Public Notice/Recording: Record with County Clerk.

11. Council Bill/Special Ordinance 4048-2015

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Lighting on the Commons scheduled for Saturday, November 21, 2015.

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

Fiscal Impact: N/A

Public Notice/Recording: N/A

Miscellaneous Business (if necessary)/Public Comment/Executive Session (if necessary)

REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD
As of 12/31/2014 fiscal year end

(40 ILCS 5/4-134) (from Ch. 108 1/2, par. 4-134)

Sec. 4-134. Report by pension board.

The board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for appropriating and levying taxes for the year for which the report is made.

1.

Total Trust Assets (see attachment 1 for complete listing)

Total Assets (market value):	\$27,428,623
Actuarial Value of Assets (see item 8 for explanation):	\$28,245,379

2.

Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll:	\$414,001
Employer Contributions and all other sources:	\$3,341,266

3.

Estimated amount required during the next succeeding fiscal year to:

(a) pay all pensions and other obligations provided in this Article:	\$4,735,968
(b) meet the annual requirements of the fund as provided in Sections 4-118 and 4-120:	\$4,321,967

The increase in employer pension contributions resulting from the implementation of P.A. 93-068	\$ 57,110
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4.

Total Net Income received from investment of net assets:	\$1,642,081
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Assumed Investment Return:	7.00%
Actual Investment Return:	6.1%

Total Net Income received from investment of net assets (FYE 12/31/2014):	\$2,559,826
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Assumed Investment Return (FYE 12/31/2013):	7.00%
Actual Investment Return (FYE 12/31/2013):	10.01%

5.

Total number of Active Employees that are financially contributing to the fund:	61
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6.

Disbursements to:

(i) Annuitants in receipt of a regular retirement pension:	
Total number of annuitants:	63
Total amount that was disbursed in benefits:	\$3,554,064

(ii) Recipients being paid a disability pension:	
Total number of annuitants:	15
Total amount that was disbursed in benefits:	\$590,412

(iii) Survivors and children in receipt of benefits:	
Total number of annuitants:	26
Total amount that was disbursed in benefits:	\$591,492

7.

Funded ratio of the fund:	34.82%
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8.

Unfunded Actuarial Accrued Liability:	\$52,863,733
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The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.

The Actuarial Accrued Liability is the portion of the present value of future plan benefits reflecting projected credited service and salaries determined by the actuarial cost method based upon the plan's actuarial assumptions and not provided for at a valuation date by the actuarial present value of future normal costs. The normal cost is the portion of this present value which is allocated to the current valuation year.

The Actuarial Value of Assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of municipal contributions.

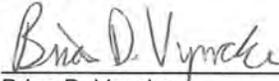
9.

Investment Policy of the pension board under the statutory investment restrictions imposed on the fund.

Certification

I, Brian D. Vyncke, President of the Moline Fire Pension Board, City of Moline, Rock Island County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/4-134.

Witness my hand this 26th day of October, 2015.



Brian D. Vyncke
President of Moline Fire Pension Board

Source: P.A. 95-950, eff. 8-29-08



MOLINE POLICE PENSION BOARD

1640 - 6th Avenue
Moline, Illinois 61265

BOARD MEMBERS

Scott J. Williams, President
Kevin Schoonmaker, Vice President
Kathleen A. Carr, Treasurer
Craig Sommers, Secretary
Brian Johnson, Assistant Secretary

October 22, 2015

Mayor, City Administrator and
Members of the City Council
City of Moline
619 - 16th Street
Moline, IL 61265

RE: Annual Required Reporting to the Municipality by the Moline Police Pension Fund

In accordance with Chapter 40, Section 5/3-143, Illinois Revised Statutes, the Moline Police Pension Board is herewith submitting its annual report of the condition of the fund.

At this time, the Moline Police Pension Board formally requests that the municipality levy the actuarially recommended contribution to the fund in the amount of \$3,740,525.00.

Sincerely,

MOLINE POLICE PENSION FUND

By: 

Scott Williams, President

REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD

As of 12/31/2014 fiscal year end

(40 ILCS 5/3-143) (from Ch. 108 1/2, par. 3-143)

Sec. 3-143. Report by pension board.

The pension board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for the levying of taxes for the year for which the report is made.

1.

Total Trust Assets (see attachment 1 for complete listing)

Total Assets (market value):	\$34,156,882
Actuarial Value of Assets (see item 8 for explanation):	\$35,129,659

2.

Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll:	\$544,019
Employer Contributions and all other sources:	\$2,887,069

3.

Estimated amount required during the next succeeding fiscal year to:

(a) pay all pensions and other obligations provided in this Article:	\$4,204,026
(b) meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:	\$3,385,041

4.

Total Net Income received from investment of net assets:	\$2,077,542
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Assumed Investment Return:	7.00%
Actual Investment Return:	6.20%

Total Net Income received from investment of net assets (FYE 12/31/2014):	\$3,127,666
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Assumed Investment Return (FYE 12/31/2013):	7.00%
Actual Investment Return (FYE 12/31/2013):	10.11%

5.

Total number of Active Employees that are financially contributing to the fund:	79
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6.

Disbursements to:

(i) Annuitants in receipt of a regular retirement pension:	
Total number of annuitants:	60
Total amount that was disbursed in benefits:	\$3,206,232
(ii) Recipients being paid a disability pension:	
Total number of annuitants:	7
Total amount that was disbursed in benefits:	\$220,452
(iii) Survivors and children in receipt of benefits:	
Total number of annuitants:	13
Total amount that was disbursed in benefits:	\$415,464

7.
Funded ratio of the fund: 48.71%
8.
Unfunded Actuarial Accrued Liability: \$34,998,644

The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.

The Actuarial Accrued Liability is the portion of the present value of future plan benefits reflecting projected credited service and salaries determined by the actuarial cost method based upon the plan's actuarial assumptions and not provided for at a valuation date by the actuarial present value of future normal costs. The normal cost is the portion of this present value which is allocated to the current valuation year.

The Actuarial Value of Assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of municipal contributions.

9.
Investment Policy of the pension board under the statutory investment restrictions imposed on the fund.
(See attachment 2)

Certification

I, Scott J. Williams, President of the Moline Police Pension Board, City of Moline, Rock Island County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/3-143.

Witness my hand this 22nd day of Oct, 2015.



Scott J. Williams
President of Moline Police Pension Board

Council Bill/Special Ordinance No. 4047-2015

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Estoppel Certificate and Consent Agreement (“Agreement”) permitting Tower Assets Newco IX, LLC, a Delaware limited liability company to take assignment of the Tower Site Option and Ground Lease Agreement (“Lease”) between the City and Pegasus Tower Development Company, LLC, for the site located at 2701 30th Street Court, Moline, Illinois.

WHEREAS, on March 30, 2010, the City executed a Lease with Pegasus Tower Company, LTD., for its placement of antenna facilities on City premises located at 2701 30th Street Court, known as Jefferson Park; and

WHEREAS, Pegasus Tower Company, LTD., proceeded with exercising the option and pursuant to terms of the Lease, started its Lease with the City on January 1, 2011; and

WHEREAS, pursuant to terms of the Lease, Pegasus Tower Company, LTD., assigned its interest in the Lease to Pegasus Tower Development Company, LLC; and

WHEREAS, City staff has received and reviewed the financials of Tower Assets Newco IX, LLC (“Tower Assets”) and finds them acceptable in valuation as a service provider; and

WHEREAS, execution of the Agreement by the City will allow Tower Assets to take assignment of the Lease upon closing of the transaction between Pegasus Tower Development Company, LLC, and Tower Assets.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute an Estoppel Certificate and Consent Agreement permitting Tower Assets Newco IX, LLC, a Delaware limited liability company, to take assignment of the Tower Site Option and Ground Lease Agreement between the City and Pegasus Tower Development Company, LLC, for the site located at 2701 30th Street Court, Moline, Illinois; provided, however, that said Estoppel Certificate and Consent Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

ESTOPPEL CERTIFICATE & CONSENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned ("Landlord"), being the owner of the real property described on Exhibit A attached hereto (the "Real Estate"), which Real Estate is presently leased to **PEGASUS TOWER DEVELOPMENT COMPANY, LLC** ("Tenant") pursuant to a Tower Site Lease Agreement effective January 1, 2011, as amended, between Tenant and Landlord (the "Lease"), does hereby consent to the assignment of Tenant's interest in the Lease to **TOWER ASSETS NEWCO IX LLC**, a Delaware limited liability company ("Purchaser"), such assignment to be effective on such date as Tenant assigns its rights under the Lease to Purchaser.

Landlord hereby certifies to Purchaser that: (i) Landlord is the fee simple owner of the Real Estate and has good and marketable title thereto, free of any liens, claims and/or encumbrances other than non-delinquent real estate taxes; (ii) Tenant is the present lessee under the Lease; (iii) no person or entity other than Landlord, Tenant and any sublessee or licensee of Tenant possesses any right to utilize and/or is presently utilizing the Real Estate; (iv) the Lease is in full force and effect according to its terms and the Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter thereof; (v) the present term of the Lease expires on January 1, 2016 subject to renewal according to the terms of the Lease; (vi) neither Tenant nor Landlord is in default under the Lease; (vii) the monthly rental under the Lease is \$2,025.92 per month, subject to the periodic adjustments to such rent set forth in the Lease; (viii) neither the undersigned nor the Tenant under the Lease has commenced any action or has given or received any notice for the purpose of terminating the Lease.

Purchaser and Landlord hereby acknowledge and agree that: (i) Purchaser will rely on this Certificate in agreeing to acquire all of Tenant's right, title and interest under the Lease; and (ii) this Certificate is being made in favor of Purchaser and, Trust Mark National Bank, its lender, and Purchaser's lender may rely upon this Certificate and the representations, consents, set forth herein.

Landlord (i) has not assigned Landlord's interest in the Lease, and (ii) is not under agreement to or negotiating an agreement to assign its interest in the Lease.

[Continued on the Next Page]



The Lease and the terms and provisions set forth therein shall remain in full force and effect. This Estoppel Certificate and Consent Agreement has been executed by Landlord and is true to the best of Landlord's knowledge.

City of Moline, an Illinois municipal corporation
Name of Landlord

By: _____
Scott Raes, Mayor of the City of Moline

Attest:

Tracey Koranda, City Clerk

Date: _____
Approved as to Form:

By: _____
Maureen Riggs, City Attorney

**AGREED TO AND ACCEPTED BY
PURCHASER (as successor in
interest to Tenant under the Lease):**

TOWER ASSETS NEWCO IX LLC

By: 
William Orgel
Title: President

STATE OF Illinois _____
COUNTY OF Rock Island _____

Subscribed and sworn to before me, a notary public in and for said state and county, by Scott Raes, Mayor of the City of Moline, Illinois and Tracy Koranda, City Clerk of the City of Moline, Illinois, this ___ day of ____, 20__, and he/she/they stated to me that his/her/their execution and delivery of the foregoing instrument was his/her/their free act and deed.

Notary Public

My commission expires: _____

STATE OF Tennessee
COUNTY OF Shelby

Subscribed and sworn to before me, a notary public in and for said state and county, by William Orgel, acting in his capacity as the President of the Purchaser named herein, this 4 day of September, 2015, and he stated to me that his execution and delivery of the foregoing instrument was his free act and deed in such capacity and the free act and deed of said Purchaser.



Notary Public

My commission expires: 09-16-2018



EXHIBIT A

DESCRIPTION OF REAL ESTATE

Description of Grantor's Property

A tract of land in the East Half of Section 9, Township 17 North, Range 1 West of the Fourth Principal Meridian, bounded and described as follows, to wit:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 9; thence Southerly along the East line of said Northwest Quarter of said Northeast Quarter of said Section 9, a distance of 499 feet, more or less, to a point in the Northerly right of way line for a highway designated Federal Aid Interstate 74, said point being the point of beginning of the hereinafter described tract; thence North 23° 09' 06" West along said right of way line a distance of 506.26 feet; thence North 34° 20' 47" West along said right of way line a distance of 953.0 feet; thence Northeasterly along a line bearing North 20° 42' 30" East, a distance of 372.85 feet thence Northerly along a line bearing North 0° 06' West, a distance of 18.0 feet; thence Easterly along a line bearing North 89° 16' East; a distance of 100.0 feet; thence Southerly along a line bearing South 0° 06' East, a distance of 612.6 feet; thence Easterly along a line bearing North 89° 18' East, a distance 504.6 feet to a point in said East line of said Northwest Quarter of said Northeast Quarter of said Section 9; thence Southerly along said East line of said Northwest Quarter of said Northeast Quarter of said Section 9 to the point of beginning, containing 8.2 acres, more or less.

SCHEDULE A
to First Amendment to Tower Site Option and Ground Lease Agreement

Description of Leased Property

DESCRIPTION OF LEASE AREA

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 50.00 FEET;

THIS PARCEL CONTAINS 3,000 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

DESCRIPTION OF UTILITY EASEMENT

A 5 FOOT WIDE, AS MEASURED PERPENDICULAR, STRIP PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET;

THENCE SOUTH 61° 31' 28" WEST 1.71 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE SOUTH 75° 10' 10" EAST 339.43 FEET TO THE END OF SAID CENTERLINE;

THIS PARCEL CONTAINS 1,697 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

DESCRIPTION OF LANDSCAPE EASEMENT

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 70.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 70.00 FEET;

THENCE SOUTH 61° 31' 28" WEST 70.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET TO THE POINT OF BEGINNING;

THIS PARCEL CONTAINS 1,900 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

DESCRIPTION OF ACCESS/UTILITY EASEMENT

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 25.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 15.89 FEET;

THENCE 10.74 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 59° 14' 16" EAST 10.23 FEET);

THENCE NORTH 90° 00' 00" EAST 171.18 FEET;

THENCE 87.24 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 20' 51" EAST 79.75 FEET);

THENCE SOUTH 06° 41' 42" EAST 72.07 FEET;

THENCE 21.81 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 20' 51" EAST 19.94 FEET);

THENCE NORTH 90° 00' 00" EAST 57.22 FEET TO THE WESTERLY LINE OF GREEN ACRES 1ST ADDITION;

THENCE SOUTH 00° 16' 41" WEST 25.00 FEET ALONG THE SAID WESTERLY LINE OF GREEN ACRES 1ST ADDITION;

THENCE SOUTH 90° 00' 00" WEST 57.10 FEET;

THENCE 58.16 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 48° 20' 51" WEST 53.17 FEET);

THENCE NORTH 06° 41' 42" WEST 72.07 FEET;

THENCE 50.89 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 48° 20' 51" WEST 46.52 FEET);

THENCE SOUTH 90° 00' 00" WEST 156.05 FEET;

THENCE 17.39 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 75° 45' 44" WEST 17.22 FEET);

THENCE SOUTH 61° 31' 28" WEST 15.61 FEET TO THE POINT OF BEGINNING;

THENCE THIS PARCEL CONTAINS 11,497 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District (MetroLINK) for the MetroLINK Passenger Ferry Boat Terminal Project and a Temporary Construction Easement for the Project.

WHEREAS, the City and MetroLINK wish to enter into an Intergovernmental Agreement to allow MetroLINK to lease a portion of City-owned property located at 3301 River Drive, Ben Butterworth Parkway, Parcel No. MO-3807-4, for the purpose of constructing and operating a passenger ferry boat terminal with a dock and an adjacent pedestrian walkway for the Channel Cat Water Taxi; and

WHEREAS, MetroLINK's obligations under the Agreement, including construction approvals and project improvement disposal approvals, are made expressly contingent upon the consent of the Illinois Department of Transportation and the Federal Transit Authority; and

WHEREAS, MetroLINK has requested a temporary construction easement for the area surrounding the Project to construct the Project; and

WHEREAS, MetroLINK will lease the property from the City for \$1.00 per year, and the term of the lease will be forty years with an option to renew upon renegotiation by the parties; and

WHEREAS, following Project construction, the City will be responsible for the routine maintenance of and snow removal from the pedestrian walkway and any portions of the bike path located on the Project property, as well as maintenance of any City trash receptacles located thereon, and MetroLINK will be responsible for all other maintenance and repairs to the Project property; and

WHEREAS, the City and MetroLINK believe that all aspects of this Project are designed and intended to provide an impetus to economic development, continue promotion of the City's riverfront, and provide improvements to the efficiency, safety and security of the community's public transit services.

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

That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District (MetroLINK) for the MetroLINK Passenger Ferry Boat Terminal Project and a Temporary Construction Easement for the Project; provided, however, that said Agreement and Easement are in substantially similar form and content to that 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

November 3, 2015
Date

Passed: November 3, 2015

Approved: November 10, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

INTERGOVERNMENTAL AGREEMENT

The agreement is made as of the 1st of September, 2015, by and between

CITY OF MOLINE, ILLINOIS,
An Illinois municipal corporation,
("CITY")

And

ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT
An Illinois municipal corporation
("MetroLINK")

And in consideration of the mutual promises and covenants set forth herein, the parties state and agree as follows:

RECITALS

WHEREAS, the CITY is the owner of real estate property legally described in Exhibit A, located in area of said CITY hereinafter described as the MetroLINK Passenger Ferry Boat Terminal or Property; and

WHEREAS MetroLINK wishes to lease said Property from CITY for the purposes of constructing and operating a ferry boat terminal that includes a dock with passenger amenities and an adjacent pedestrian bridge; and

WHEREAS, the CITY is agreeable to leasing said Property to MetroLINK under certain terms and conditions hereinafter set forth; and

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer a lawful power or function in any manner not prohibited by law or ordinance is authorized by Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, the Illinois General Assembly, in order to implement Article VI, Section 10 of the Illinois Constitution of 1970, adopted the Intergovernmental Cooperation Act (501 ILCS 605/1 et seq.); and

WHEREAS, the CITY wishes to participate in this Intergovernmental Agreement (sometimes referred to herein as the "Lease") for the following public purposes, which purposes shall include, without limitation, the development of the community and the CITY's general business base, the general public benefit, including the improvement of the health, safety and welfare of CITY and its residents; and

WHEREAS, the action of the CITY herein is intended to provide an impetus to economic development and continue promotion of its riverfront, and to provide improvements to the efficiency, safety and security of the community's public transit services; and

WHEREAS, all aspects of this Agreement are designed and intended to enhance the public health, safety, morals and welfare, as related to the CITY and its residents.

NOW, THEREFORE, in a spirit of comity, and pursuant to the appropriate constitutional and statutory provisions, the CITY and MetroLINK do hereby agree as follows:

SECTION 1. BASIC TERMS

1.1 Property to be leased. The CITY does hereby lease to MetroLINK the following described real estate to be used as a Ferry Boat Terminal:

See Exhibit A attached hereto and incorporated herewith and referred to in this Agreement as "the Property."

1.2 Rent. MetroLINK agrees to lease said property heretofore described and to pay as consideration therefore, the sum of One Dollar (\$1.00) each year.

1.3 Term and Options for Renewal. The base term for this Lease shall be for a term of forty (40) years commencing on the date of execution hereof. An extension of the original term, if any, shall be at the discretion of the City and MetroLINK on terms negotiated between the parties.

SECTION 2. IDOT AND FTA APPROVALS

2.1 Approval of this Agreement. The obligations of MetroLINK under this Agreement are made expressly contingent upon the consent of the Illinois Department of Transportation ("IDOT") and the Federal Transit Administration ("FTA").

2.2 Construction Approvals. It is understood between the parties that any construction to be undertaken by MetroLINK must be approved by IDOT and FTA. Prior to approval by IDOT and FTA, MetroLINK agrees to submit the design plans and specifications for the proposed Ferry Boat Terminal to the CITY for approval.

2.3 Disposal of Property Approvals. It is understood between the parties that any disposal of the improvements funded with Federal or State assistance as part of this project are subject to prior Federal Transit Administration (FTA) and State of Illinois Department of Transportation (IDOT) approval. Disposal of such improvements will comply with FTA's disposition requirements including calculating the fair market value of project improvements.

SECTION 3. CONDITIONS AND RESPONSIBILITIES ON USE

3.1 Maintenance. The CITY shall be responsible for routine maintenance and snow removal of the pedestrian walkway to be constructed as part of this Ferry Boat Terminal Project as well as any City trash receptacles and any portions of the bike path located on the Property. MetroLINK shall be responsible for all other maintenance and repairs of the Property that are outside of the CITY's responsibilities.

3.2 Off Season Access Restricted. The Ferry Boat Terminal shall be closed and locked during the off season and when hazardous conditions exist, as determined by the City, unless prior approval for MetroLINK's use is granted by the City.

3.3 Signs. MetroLINK shall not construct, erect, maintain or permit any sign, banner or flag upon the Ferry Boat Terminal without the prior written approval of City. All signs must be in conformance with the City's Sign Code. No signs shall be attached to or painted on any structure or building without the express written consent of City.

SECTION 4. INSURANCE AND INDEMNIFICATION.

4.1 Indemnification by MetroLINK. To the fullest extent permitted by law, MetroLINK, at its sole cost and expense, shall defend, indemnify, and hold harmless the City, its officers, agents and employees from and against all claims, liabilities, causes of action, suits, losses, damages, and expenses (including attorney's fees and costs of investigation and litigation) based upon or arising out of the performance of this Agreement by MetroLINK, the business or operations conducted by MetroLINK on the Property, or (without limiting the foregoing) any act or omission of MetroLINK, its officers, employees, contractors, or agents and to the extent feasible those of MetroLINK's guests, invitees, licensees, passengers, suppliers, and furnishers of service for or related to all aspects of providing passenger ferry boat service, including any claims arising from the movement of passengers, invitees, and licensees to and from MetroLINK's vessels. This indemnification obligation shall not apply to any claims arising from the negligence or willful misconduct of the City, its officers, agents and employees. The foregoing express obligation indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City which would exist at common law or under another provision of insurance undertaken in accordance with Section 4.2 of this Agreement. The City shall give MetroLINK reasonable notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder. MetroLINK shall have the right to compromise and defend the same to the extent of its own interest. This section shall survive the termination of this Agreement.

4.2 Insurance Requirements. MetroLINK shall, at its own expense, maintain at all times the following insurance:

(a) Workers' Compensation and Employer's Liability insurance in the amounts required by law. The service herein is to be performed in or near navigable water docks, piers, and waterfronts of the United States; therefore, endorsements shall be provided by MetroLINK's

Workmen's Compensation policy, compensation in respect to disability or death of any employee under the United States Longshoremen's and Harbor Workers' Compensation Act if recovery for such disability or death through Workmen's Compensation proceedings may not validly be provided by the state law. Said policies shall be primary and noncontributory, and MetroLINK shall provide a waiver of subrogation in favor of the City.

(b) Commercial general liability insurance with extension for Dock, Pier, and Gangway liability insuring both MetroLINK and the City against all claims, suits, obligations, liabilities, and damages, including attorneys' fees, based upon arising out of actual or alleged bodily injuries, wrongful death, and property damage which may be claimed to have occurred on or about MetroLINK's Vessel(s), the Property, or any docking facility in the Mississippi River used in connection with providing water shuttle service in accordance with this Agreement or from the movement of passengers to and from MetroLINK's Vessel(s), or otherwise relating to MetroLINK's performance and activities under this Agreement. These policies shall be endorsed specifically to recognize and insure the indemnification provision appearing in Section 8.1 of this Agreement. Said policies shall be primary and noncontributory, and MetroLINK shall provide a waiver of subrogation in favor of the City.

4.3 Form of Insurance. Each policy of insurance required herein shall be in a form and with a company satisfactory to the City. Prior to the exercise of any rights granted herein, MetroLINK shall furnish to the City certificates from each insurance company issuing such insurance coverage that the same is in full force and effect, all premiums have been paid, and same will not be canceled except upon thirty (30) days prior written notice to the City. The City shall be named as an additional insured on the commercial general liability policies, as the interest of the City may appear, and these policies and the Workers' Compensation, Employer's Liability, and Environmental insurance shall be in effect and maintained during the term of the Agreement. MetroLINK acknowledges that the insurance types and limits established at the commencement date of this Agreement may become inadequate, and MetroLINK agrees that it will increase such coverage limits to commercially reasonable levels available at prevailing premium rates as the City may reasonably require.

4.4 Failure to Procure and Maintain Insurance. If MetroLINK fails to procure or maintain the insurance required by this Section in full force and effect, this Agreement may be terminated immediately by City and be of no further force or effect. In addition, if MetroLINK fails to procure or maintain the insurance required by this Section, MetroLINK shall cease and desist from using the Property and the improvements erected thereon during any period in which such insurance policies are not in full force and effect.

SECTION 5. TERMINATION.

5.1 Breach or Violation of this Agreement. If any of the terms and provisions of this Agreement are violated, then the non-defaulting party shall provide notice of default to the defaulting party. If such default cannot be cured within a sixty (60) day period, such sixty (60) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the defaulting party diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of

this Agreement. A default not cured as provided above shall constitute a breach of this Agreement and then this Agreement shall be subject to termination by the City or MetroLINK as the case may be. The party electing to terminate shall promptly notify the other party in writing..

5.2 Termination by Mutual Consent. Notwithstanding any provision herein to the contrary, this Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended in writing by mutual consent of City and MetroLINK.

5.3 Surrender Of Premises At Expiration Or Termination Of Lease. At the expiration or early termination of this Agreement, MetroLINK shall peaceably and quietly leave, surrender, and yield up to City the Property together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

SECTION 6. Assignment. The parties agree that the City may, in its sole discretion, transfer, convey, or assign any or all rights or obligations under this Agreement. MetroLINK shall not transfer, convey or assign its obligations herein without the prior written approval of the City, which may be withheld at its sole discretion. Any attempted transaction in violation of the provisions hereof shall be null and void and considered a breach of this Agreement. After any assignment, MetroLINK shall remain liable for performance of this Agreement, in the first instance, to the extent that MetroLINK retains rights and duties under the terms of such assignment and, in any event, MetroLINK shall guaranty the performance of its assignee.

SECTION 7. Binding on Parties and Successors. This Agreement and each and every one of the terms and provisions thereof, shall be for the benefit of and be binding upon the parties hereto and each of them and their respective successors and assigns.

SECTION 8. Entire Agreement. This Agreement constitutes the sole agreement of the parties hereto and all prior negotiations or correspondence shall be deemed merged into this Agreement; and the terms of this Agreement and attachments, if any, shall govern the rights of the parties exclusively.

SECTION 9. Modification in Writing. This Agreement shall not be modified or changed in any manner unless the same be reduced to writing and signed by all parties, setting forth the modifications and changes.

SECTION 10. Venue. This Agreement is made and entered into in Rock Island County, Illinois, to be performed in the State of Illinois, and any dispute arising hereunder shall be settled under the laws of the State of Illinois.

SECTION 11. Notices. All notices required to be given to the City shall be in writing and shall be deemed duly given if mailed by registered or certified mail, postage prepaid, or delivered in hand to:

City of Moline
619 16th Street
Moline, Illinois 61265

Attention: Maureen E. Riggs, City Attorney
or to such other address as the City may in writing substitute therefor by notice to MetroLINK.

All notices required to be given to MetroLINK shall be deemed duly given if mailed by registered or certified mail, postage prepaid, or delivered in hand to:

Jeffrey A. Nelson
MetroLINK
1515 River Drive
Moline, Illinois 61265

With a copy to:

Roger L. Strandlund
Califf & Harper, P.C.
600 First Midwest Bank Building
506 – 15th Street
Moline, Illinois 61266

or to such other address as MetroLINK may in writing substitute therefor by notice to the City.

SECTION 12. Non-Discrimination. MetroLINK agrees that neither its ferry boat passenger service described herein nor any portion thereof shall be operated in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin, and that its operations shall be in compliance with all applicable laws, ordinances, and regulations relating to discrimination and affirmative action.

SECTION 13. Waiver of Claim for Lost Profits. MetroLINK hereby waives any claim against the City and its officers, agents, or employees for loss of anticipated profits or any other consequential damages caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or arising out of this Agreement or any part thereof, or by any judgment or aware of any suit or proceedings declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

SECTION 14. Hazardous Waste Representation and Disclosure. MetroLINK shall not generate, store, handle, or dispose of any fuel, oil or any hazardous waste, hazardous materials, or hazardous substances in, on, about, or from the Property in any manner contrary to federal,

state, or local environmental laws and regulations. MetroLINK is, to the best of its knowledge, not aware of the generation, storage, handling, or disposal of any such substance in, on, about, or from the Property by any person or entity, and agrees to notify the City promptly in the event that it becomes aware of any such improper generation, storage, handling, or disposal. MetroLINK shall not use the Property as a fueling location for the ferry boats or any other vessel.

SECTION 15. No Personal Liability. No member, director, or officer or employee of the City shall be charged personally or held contractually liable under any term or provision under this Agreement because of any breach thereof, or because of the execution or attempted execution of this Agreement.

SECTION 16. Limitations on Damages. The City shall never be liable to MetroLINK for any loss of business or any indirect, incidental, special, consequential, or exemplary damages or lost profits.

SECTION 17. Mechanic's Liens. MetroLINK agrees to immediately discharge either by payment or by the filing of the necessary bond, or otherwise, any mechanics' or other liens which may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for MetroLINK on the Property.

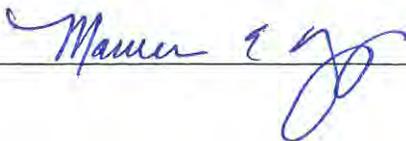
IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed as of the date set forth above.

CITY OF MOLINE, ILLINOIS,
An Illinois Municipal Corporation

By:

Attest:

Approved as to Form:



ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT,
An Illinois Municipal Corporation

By:

Attest:

Lawrence W. Lorenson

[Signature]

Approved as to Form:

Robt L Standup

Exhibit A

CHANNEL CAT FERRYBOAT TERMINAL

PART OF MOLINE TOWNSHIP PARCEL NUMBER 3807-4; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE, EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL, A APPROXIMATE DISTANCE OF 660 FEET; THENCE, NORTHERLY AND PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 80 FEET, MORE OR LESS, TO THE NORTHERLY EDGE OF AN EXISTING RECREATIONAL TRAIL AND THE POINT OF BEGINNING; THENCE, SOUTHWESTERLY, ALONG THE NORTHERLY EDGE OF SAID TRAIL, A DISTANCE OF 130 FEET, MORE OR LESS; THENCE, SOUTHERLY AT RIGHT ANGLES TO THE PREVIOUSLY DESCRIBED COURSE, A DISTANCE OF 12 FEET, MORE OR LESS, TO THE SOUTHERLY EDGE OF SAID TRAIL; THENCE, ALONG THE SOUTHERLY EDGE OF SAID TRAIL, A DISTANCE OF 200 FEET, MORE OR LESS TO A POINT WHICH IS APPROXIMATELY 25 FEET WEST OF THE WESTERLY ABUTMENT OF A PEDESTRIAN BRIDGE; THENCE, NORTHERLY AND AT RIGHT ANGLES TO THE PREVIOUSLY DESCRIBED COURSE, A DISTANCE OF 12 FEET, MORE OR LESS, TO THE NORTHERLY EDGE OF SAID TRAIL; THENCE, ALONG SAID NORTHERLY EDGE, A DISTANCE OF 100 FEET, MORE OR LESS, TO THE WATER'S EDGE OF A FORMER BOAT RAMP ACCESS AREA AND INLET OF THE MISSISSIPPI RIVER; THENCE, NORTHERLY AND EASTERLY ALONG SAID WATER'S EDGE, A DISTANCE OF 65 FEET, MORE OR LESS TO THE SOUTH BANK OF THE MISSISSIPPI RIVER; THENCE, ALONG SAID SOUTH BANK, A DISTANCE OF 160 FEET, MORE OR LESS; THENCE, SOUTHERLY A DISTANCE OF 25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS 7,600 SQUARE FEET, MORE OR LESS.

TEMPORARY
CONSTRUCTION EASEMENT
FOR
CONSTRUCTION OF THE CHANNEL CAT PASSENGER FERRY BOAT TERMINAL
BY THE ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT,
An Illinois municipal corporation
("MetroLINK")

The undersigned owner:

THE CITY OF MOLINE, ILLINOIS, in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the **ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT**, an Illinois municipal corporation, the right of easement and the privilege to enter upon the tract of land described as:

PART OF MOLINE TOWNSHIP PARCEL NUMBER 3807-4, BEING A RECTANGULAR SEGMENT OF SAID PARCEL; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 700 FEET OF THE WEST 800 FEET OF SAID PARCEL, CURRENTLY OWNED BY THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS. THE ABOVE DESCRIBED AREA CONTAINS 1.6 ACRES, MORE OR LESS,

to do any necessary work in construction of the Channel Cat Passenger Ferry Boat Terminal on said tract of land also shown by the drawing hereto attached as **Exhibit A**.

The CITY OF MOLINE herein shall reserve the right to require replacement by the ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT of all fixtures and property including, but not limited to, grass, trees and all other landscaping, fences, trash receptacles, sidewalks, bike path, drives and buildings, if damaged, during the construction.

The above is a temporary agreement and shall terminate automatically 30 days after completion of the above referenced project.

SIGNED, AND DELIVERED this _____ day of _____, 2015.

CITY OF MOLINE

Mayor

Attest: _____

City Clerk

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

I, _____, a Notary Public in and for said County and State, do hereby certify that Scott Raes and Tracy Koranda, Mayor and City Clerk for the City of Moline, who are personally known to be the same persons whose names are subscribed to the forgoing instrument appeared before me this day in person and acknowledge that they signed, sealed and delivered said instrument as a free and voluntary act on behalf of the City of Moline, an Illinois municipal corporation and that they have the authority to execute this instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2015.

(Seal)

Notary Public

CHANNEL CAT

TEMPORARY CONST ESMT



EXHIBIT A

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Development and Economic Incentive Agreement between the City of Moline and S.J. Russell, L.C.

WHEREAS, S.J. Russell, L.C. has a contract to purchase a now vacant property within the City of Moline, located at 5320 22nd Avenue, Moline, Illinois (“property”); and

WHEREAS, S.J. Russell, L.C. is proposing to construct a 20,000-25,000 s.f. office building at the property (“Development Project”); and

WHEREAS, S.J. Russell, L.C. has a lease with H & R Accounts, Inc. (also known as Avadyne Health), with a 10-year term with a 5-year option, that currently has 100 full time employees and is expected to add an additional 35-50 full time employees within the next five (5) years; and

WHEREAS, the City, recognizing the economic and other benefits derived therefrom by the City and its residents, seeks to assist Developer in its endeavors to own and develop the property; and

WHEREAS, the City and S.J. Russell, L.C. agree that to permit S.J. Russell, L.C. to construct the Development Project, it is necessary that the City provide an incentive in the form of certain economic development assistance in accordance with the law and the terms of this Agreement.

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

That the Mayor and City Clerk are hereby authorized to execute a Development and Economic Incentive Agreement between the City of Moline and S.J. Russell, L.C.; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 3, 2015

Date

Passed: November 3, 2015

Approved: November 10, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

DEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT

Between the CITY OF MOLINE

and

S.J. RUSSELL, L.C.

This Development and Economic Incentive agreement ("Agreement") is executed this 14th day of October, 2015, by and between the City of Moline, Illinois, an Illinois municipal corporation (the "City"); and S.J. Russell, L.C., an Iowa Limited Liability Company, its successors and/or assigns (collectively "Developer").

WITNESSETH:

WHEREAS, the City is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution. and;

WHEREAS, the City has the authority to prevent the spread of blight and encourage private development to enhance the local tax base and to enter into contractual agreements for the purpose of achieving these purposes; and

WHEREAS, S. J. Russell L.C., has a contract to purchase a now vacant property within the City of Moline located at 5320 22nd Avenue, Moline, IL, Rock Island County Parcel # 07-51; and

WHEREAS, Developer is the contract purchaser of the property and is intending to construct a 20,000–25,000 s.f. office building (the "Development Project") with an estimated project cost of Four Million Eight Hundred Thousand Dollars and 00/100 (\$4,800,000.00); and

WHEREAS, Developer has a lease with H & R Accounts, Inc. (also known as Avadyne Health) with a 10 year term with a 5 year option. H & R Accounts, Inc. currently employees 100 full time employees and is expected to add an additional 35–50 full time employees within the next five (5) years; and

WHEREAS, the City, recognizing the economic and other benefits derived therefrom by the City and its residents, seeks to assist Developer in its endeavors to own and develop the property; and

WHEREAS, the City and Developer agree that to permit the Developer to construct the Development Project, it is necessary that the City provide an incentive in the form of certain economic development assistance in accordance with the law and the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

Section I. Incorporation of Recitals

The representations and recitations set forth in the foregoing Preambles are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set forth in this Section and said representations and recitations constitute the understandings of the City and the Developer.

Section II. General Terms

Developer after receipt of the promises and inducements contained herein agrees to develop the vacant property at 5320 22nd Avenue, Moline, IL, legally described in Exhibit A which is attached hereto and incorporated herein by reference ("Subject Property") with a 20,000–25,000 s.f. office building, parking to accommodate existing and future employees, landscaping, stormwater, and all other required improvements.

The parties hereto acknowledge, and Developer represents and warrants, that it requires economic assistance from the City in order to commence and complete the Development Project, and that, but for said economic assistance, the Development Project as contemplated would not be economically viable.

For purposes of this Agreement, the use of the terms "property tax" and "Moline Municipal property tax revenue" shall be construed to refer to that net portion of taxes imposed by Rock Island County for distribution to the City pursuant to the Illinois Property Tax Code (35 ILCS 200/1-1 *et seq.*). The Illinois Property Tax Code may be amended from time to time, which may affect the amount of taxes collected by the County and distributed to the City and all revenue derived from such taxes. It is expressly understood that if a governmental or legislative body other than the City enacts any law or statute that results or that may result in any material changes or amendments to the foregoing property tax provisions, which changes or amendments prohibit the City from complying with this Agreement or which materially adversely affect the City's ability to comply herewith, then the City and Developer shall re-evaluate this Agreement and the incentives provided hereunder and shall mutually use all reasonable efforts to restructure the Agreement in a manner which provides substantially the same economic benefits to Developer. If a restructured agreement cannot be agreed to by both parties within a reasonable period of time not more than sixty (60) days from the effective date of the law or statute that has materially affected the City's compliance herewith, then the Agreement shall automatically terminate releasing both parties from their obligations hereunder unless the parties mutually agree to extend such period. The use of the term "property tax" shall not be construed to mean any additional taxes imposed by the City as a home rule municipality.

For purposes of this Agreement, the incentives and inducements set forth herein shall apply only to Developer and the Development Project.

In the event that all terms and conditions set forth in this Agreement are met by Developer, including the construction, site improvements and leasing to property tax-generating tenants on the property, the City hereby agrees to pay Developer certain rebates ("Incentive Payments") by yearly installments as follows, subject however to the following conditions and restrictions:

It is understood that each Incentive Payment will be due and payable based on the amount of property tax revenue received by the City as a result of the assessed value of the Subject Property, however, the City reserves the right to make the payment from the Planning & Development Department's General Fund, which could have several revenue sources. The City will not calculate the incentive payment until the entire property tax payment is received.

The initial payment year (hereinafter referred to as the "Initial Payment Year") shall commence once the Rock Island County Assessor has placed a full Equalized Assessed Value (EAV) on the improved property resulting from the Development Project. Each payment year thereafter shall be referred to herein as a "Subsequent Payment Year". An illustrative example of the payments called for under this paragraph is shown in the Estimated Increment Worksheet attached hereto and incorporated by reference herein as Exhibit B. The actual Incentive Rebate will be calculated based on the Actual Assessed Value as established by the Rock Island County Assessor. The parties agree that the figures shown in Exhibit B are for illustrative purposes, and the actual annual payments to be made in any given year may be more or less than the amount shown or may be \$0 depending upon the actual experience.

The Developer shall be entitled to Incentive Payments equal to one-hundred percent (100%) of the Moline Municipal property tax revenue from the Development Project for years 1-3; and

The Developer shall be entitled to Incentive Payments equal to seventy-five percent (75%) of the Moline Municipal property tax revenue from the Development Project for years 4-6; and

The Developer shall be entitled to Incentive Payments equal to fifty percent (50%) of the Moline Municipal property tax revenue from the Development Project for years 7-9; and

The Developer shall be entitled to Incentive Payment in year 10 equal to the difference between the maximum incentive payment of \$196,920.97 and the total amount paid in years 1-9; and

There will be no new incentives offered by the City on any real estate described in Exhibit A as long as this Agreement is in place and Incentive Payments are still being paid hereunder.

The Incentive Payments shall be computed at the close of each Payment Year by the City as provided herein. The City will make yearly payments to Developer within thirty (30) days after it receives from the Rock Island County Treasurer the Moline Municipal property tax revenue

generated by the Equalized Assessed Value established on the Development Project for the respective Payment Year.

Section III. Construction and Site Improvements

Developer has submitted a construction schedule as depicted in Exhibit C and preliminary schematics and site plan as depicted in Exhibit D. Developer shall submit final plans for the construction of the Development Project on or before November 30, 2015, and shall not cause or permit the existence of any material violation of City ordinances, including but not limited to the City's building code, subdivision, zoning ordinances, fire code and any and all rules and regulations thereunder. Developer shall have completed exterior construction of the Development Project, including landscaping, streetscaping, stormwater retention and exterior building improvements, and shall have obtained the initial Certificate of Occupancy on or before August 1, 2016. If the conditions of this Section are not met as to material violations and continue to be unmet for a period of thirty (30) days after Developer's receipt of the City's notice thereof, the Agreement may be declared null, void and of no legal effect by the City upon notice to Developer or payment of the Incentive Payments may be deferred until the conditions are met, at the City's sole discretion; provided, however, that the thirty (30) day cure period herein shall be extended as reasonably necessary to complete the cure so long as the cure is promptly commenced during the initial thirty (30) day period. is diligently prosecuted to conclusion and the cure is not one which could reasonably be commenced and completed within thirty (30) days. If the conditions of this Section are not met due to circumstances beyond Developer's reasonable control such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, strikes or lockouts (collectively the "force majeure conditions"), and said force majeure condition exists for more than seven days, the Developer shall give the City immediate written notice of such condition. Performance under the Agreement shall then be suspended by both parties for the duration of the force majeure condition and performance shall be resumed by the parties once the force majeure condition ceases. For purposes of this section, if a force majeure condition occurs prior to September 1, 2016, the deadline of September 1, 2016, shall be extended for the same number of days that the force majeure condition existed.

To the best of the Developer's knowledge, the Development Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Building Official and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the City Building Official and Fire Chief.

Section IV. Limitation of Actions

No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the City, its officers, agents and employees, in excess of any specific sum agreed by the City to be paid to Developer hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by the City, its officers, agents and employees in

excess of such amounts, and all and any such rights or claims of Developer against the City, its officers, directors, agents and employees in excess of such amounts are hereby expressly waived and released as a condition and as consideration for the execution of this Agreement by the City.

Section V. Assignment

Developer shall not assign this Agreement to any person or entity without the prior written consent of the City, said consent not to be unreasonably withheld, conditioned or delayed; it being further expressly understood that the City Administrator is hereby authorized to provide such consent without the necessity of further action by the City Council. No such assignment shall be effective, even if consented to by the City, unless and until the Assignee acknowledges in writing to the City that the obligations of the City to Developer or any Assignee hereunder are contingent upon obligations on the part of Developer which such Assignee is willing to assume.

Notwithstanding any such assignments and/or assumption of responsibility, Developer shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement unless such Assignee assumes in writing all of the agreements, covenants and obligations of Developer.

Section VI. Indemnification

In the event that any third party or parties institutes any legal proceedings against the City and/or Developer, which relate to the terms of this Agreement, then, in that event, Developer shall indemnify and hold harmless the City from any and all such proceedings. Further, Developer, upon receiving notice from the City of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto: provided, however, that Developer may not at any time settle or compromise such proceedings without the City's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and even then only so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the City, nor any liability on the part of the City, monetary or otherwise.

If the City, in its sole exercise of discretion, determines that there is, or may probably be, a conflict of interest between the City and Developer on an issue of material importance to the City, or which may reasonably have a potentially substantial adverse effect on the City, then the City shall have the option of being represented by its own legal counsel. Except in regard to a dispute between the City and Developer regarding this Agreement, in the event that the City exercises such option, then Developer shall reimburse the City from time to time on written demand from the City and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorney's fees, witnesses' fees and/or other litigation expenses incurred by the City in connection therewith.

The City makes no representations or warranties as to whether or not the Illinois Prevailing

Wage Act applies to this Development Project. Payment of Prevailing Wage and compliance with the Act, if required, is the sole responsibility of Developer and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.

Section VII. Breach

In the event of breach of any of the material terms and conditions of the Agreement and the continuance of such breach without cure of the breach for a period of 30 days after the breaching party's receipt of the non-breaching party's notice thereof, the non-breaching party shall have the right to terminate this Agreement; in the event the breaching party cures the breach during the 30 day cure period, the breach shall have no adverse consequences to the breaching party. In addition, the non-breaching party shall have the right, by any action or proceeding at law or in equity, to secure the specific performance of the covenants and agreements herein contained, and may be awarded damages or failure of performance, or both, except that the exclusive remedy for the failure to meet the Section II commitment is the payment of the scheduled reimbursements as set forth in Section II. The foregoing rights and remedies shall be cumulative and exclusive.

Section VIII. Amendments

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with the law and reduced in writing and signed by them.

Section IX. Time

Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

Section X. Notices

Any notices required in this Agreement shall be effective when in writing and three (3) business days after mailing by certified mail return receipt requested, or upon hand-delivery of the same in the same manner of service of a summons and complaint under the laws of the State of Illinois in person or to an officer of such party addressed to the party to be notified, as follows:

Copy to the City:
Lew Steinbrecher, City Administrator

City of Moline
619 16th Street
Moline, IL 61265

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

And with a copy to:
Ray Forsythe, Planning & Development Director
City of Moline
619 16th Street
Moline, IL 61265

Copy to Developer:
James Vernon Russell
c/o S.J. Russell, L.C.
4600 E. 53rd Street
Davenport, IA 52807

With a copy to:
Jennifer Belby, General Counsel for S.J. Russell, L.C.
c/o S.J. Russell, L.C.
4600 E. 53rd Street
Davenport, IA 52807

Section XI. Exhibits

Exhibits attached herein are hereby incorporated in and made a part of this Agreement.

Section XII. Jurisdiction

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the appropriate state or federal court located within the County of Rock Island in the State of Illinois.

Section XIII. Waiver

A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

Section XIV. Authorization to Execute

The party who has executed this Agreement on behalf of Developer hereby warrants that he/she has been lawfully authorized by Developer to execute this Agreement on behalf of Developer.

The party who has executed this Agreement on behalf of City hereby warrants that he/she has been lawfully authorized by City to execute this Agreement on behalf of City.

WITNESS their hands and seals the day and year first above written.

THE CITY OF MOLINE, ILLINOIS

DATED: _____

By: _____
Scott Raes, Mayor

Attest: _____
Tracy Koranda, City Clerk

Approved as to form:

Maureen Riggs, City Attorney

S. J. RUSSELL, L.C., AN IOWA LIMITED LIABILITY COMPANY

DATED: _____ 14 Oct 15

By: _____
James Vernon Russell, Manager

**EXHIBIT A
LEGAL DESCRIPTION**

That certain tract of parcel of land situated in the East Half of the Southwest Quarter (SW ¼) of Section Number Two (2) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, bounded and described as follows, to-wit: Commencing at a stone at the Southeast corner of the Southwest Quarter of said Section Number Two (2) thence running West along the South line of said Southwest Quarter 563.8 feet to an iron stake; thence running North 2016.72 feet to the center of Colona Road for a place of beginning being the Northeast Corner of the tract hereby conveyed, thence running in a Southwesterly direction along the center of Colona Road 244.5 feet; thence running South 563.28 feet to an iron stake; thence running East 233.4 feet, thence running North 634.1 feet to the place of beginning excepting and reserving a right of way over the East Ten (10) feet thereof, also excepting so much dedicated for road purposes conveyed by deed recorded in Book 210 of Deeds, page 237 No. 218557 in the Office of the Recorder of Deeds in and for Rock Island County, Illinois, and subject to the rights of the Public in the South Half of said Colona Road, situated in Rock Island County, in the State of Illinois,

EXCEPT that part dedicated to the People of the State of Illinois shown in Dedication of Right of Way for a Freeway filed December 5, 1956 as Document No. 505252 in book 508 at Page 250 and described as follows:

A tract of land in the E ½ of the SW ¼ of Section 2, T17N, R1W of the 4th P.M. lying between the present northerly-right of way line of a highway designated State Bond Issue Route 80 and a new right of way line for said Route 80 which line is northerly of, seventy five (75) feet perpendicularly distant from and parallel with the survey line for said Route 80 and extends between two property lines which, extended, intersect said survey line at Station 3575+76 and 3578+00.

Said survey line is divided into stations one hundred (100) feet in length numbered in increasing numerical order toward the west and is fixed by and may be retraced from references and data shown on the attached plat, containing 0.18 acres, more or less.

EXHIBIT B ESTIMATED INCREMENT WORKSHEET

ESTIMATED INCREMENT WORKSHEET								
5320 22nd Avenue/Russell Construction 9/18/2015								
Total Project Cost		\$	4,800,000					
EAV Estimate at Completion		\$	9,840,000		Fair Market Value (75% of project cost)			
		\$	720,000 Rebate Amount					
#	Address	Total Fair Market Value (FMV)	EAV (2014)	"base" EAV (2010)	New EAV	Project Increment	2015 Tax Rate 2.0638	Development Increment
07 51	5320 22nd Avenue	\$ 9,840,000	\$ -	\$ 59,368	\$ 1,280,000	\$ 1,220,632	2.0638	\$ 25,191
		\$ 9,840,000	\$ -	\$ 59,368	\$ 1,280,000	\$ 1,220,632	2.0638	\$ 25,191
REBATE ESTIMATE WITH REVISED SCHEDULE								
No. Of Yrs.	Assmt Yr	Payable Yr	Net Prop. Tax Incre.	Incentive Rebate	% Dev'r. PTX Rebate	General Fund	% City	
1	2017	2018	\$25,191.40	\$25,191.40	100%	\$0.00	0%	
2	2018	2019	\$25,695.23	\$25,695.23	100%	\$0.00	0%	
3	2019	2020	\$26,209.14	\$26,209.14	100%	\$0.00	0%	
4	2020	2021	\$26,733.32	\$20,049.99	75%	\$6,683.33	25%	
5	2021	2022	\$27,267.98	\$20,450.99	75%	\$6,817.00	25%	
6	2022	2023	\$27,813.34	\$20,850.01	75%	\$6,953.33	25%	
7	2023	2024	\$28,369.61	\$14,184.81	50%	\$14,184.81	50%	
8	2024	2025	\$28,937.00	\$14,468.50	50%	\$14,468.50	50%	
9	2025	2026	\$29,515.74	\$14,757.87	50%	\$14,757.87	50%	
10	2026	2027	\$30,106.06	\$15,053.03	50%	\$15,053.03	50%	
Total			\$275,838.84	\$196,920.97		\$78,917.87		

EXHIBIT C PROJECT SCHEDULE

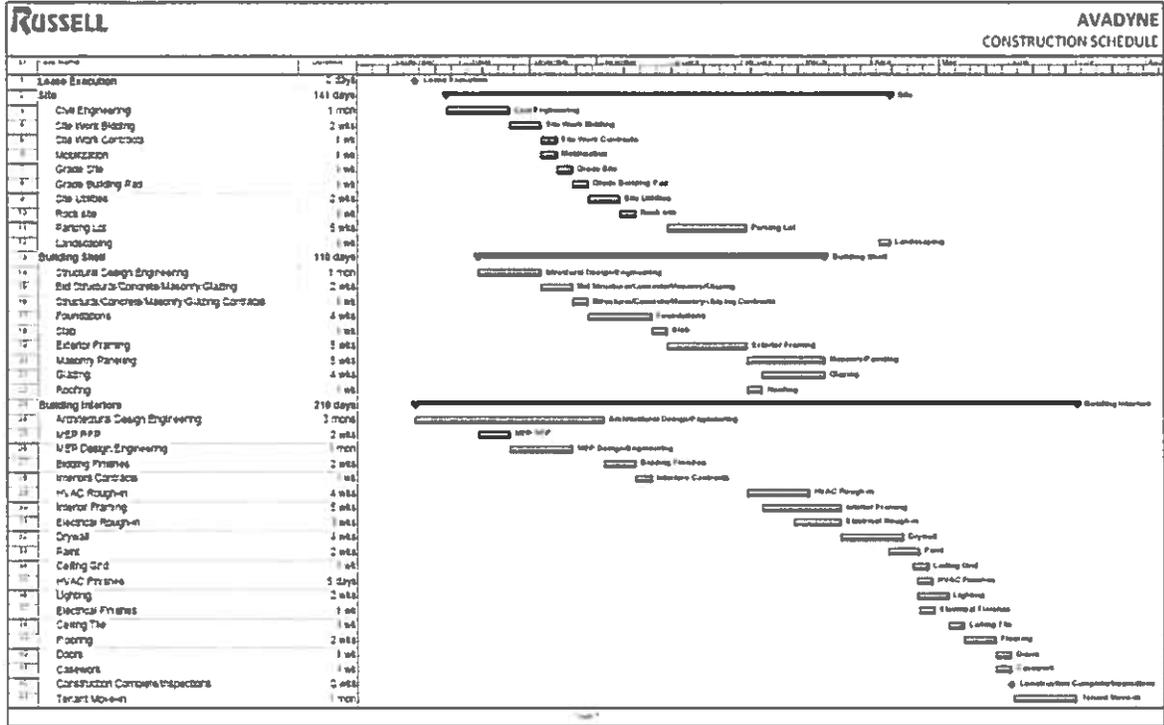
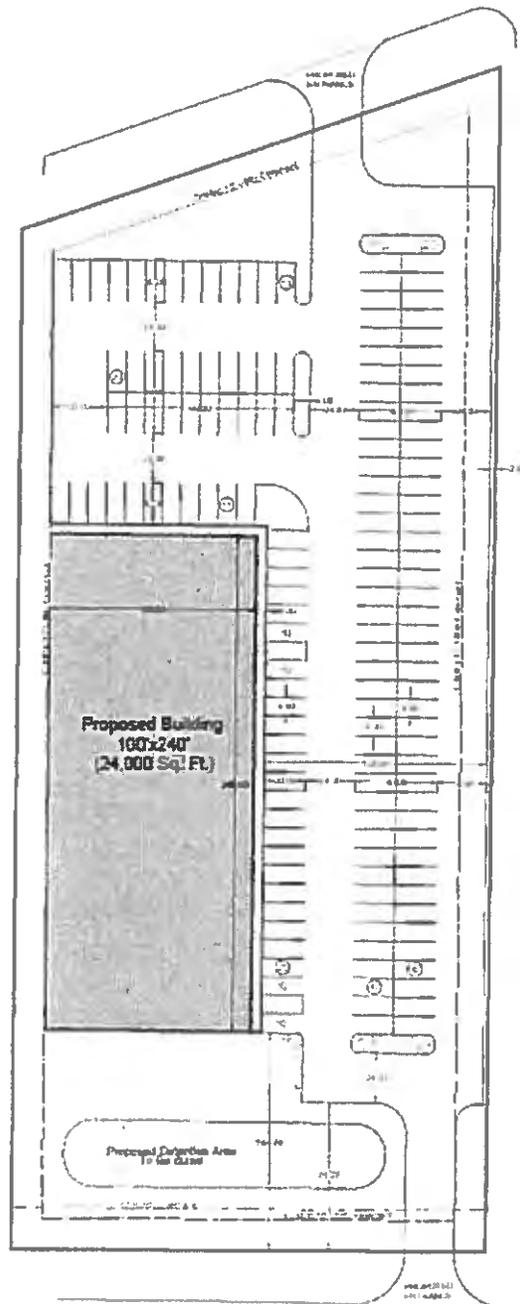


EXHIBIT D
PROJECT SCHEMATICS/SITE PLAN



Council Bill/Resolution No. 1126-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an application for funding under the Rock Island County Waste Management Agency (RICWMA) for the Solid Waste Assistance Grant (SWAG) Program (FY16) for the amount of \$32,612.25, and authorizing City staff to do all things necessary to complete and submit said application.

WHEREAS, the requested funding will be used to assist in providing efficient solid waste management and education services to the community by supporting waste reduction and to facilitate and promote recycling; and

WHEREAS, the Rock Island County Waste Management Agency (RICWMA) awards the grant based on the community's population; and

WHEREAS, the City's amount has been determined by the corrected 2010 Census population for the City of 43,483 at \$0.75 per resident for a total amount of \$32,612.25.

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 application for funding under the Rock Island County Waste Management Agency (RICWMA) for the Solid Waste Assistance Grant (SWAG) Program (FY16) for the amount of \$32,612.25, and to authorize City staff to do all things necessary to complete and submit said application; provided, however, that said application 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

November 3, 2015

Date

Passed: November 3, 2015

Approved: November 10, 2015

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

RICWMA Guidelines for the Solid Waste Assistance Grant (SWAG) Program (FY 16)

FUNDING ELIGIBILITY & LIMITED USE OF FUNDS

Individual units of government, as members of the Rock Island County Waste Management Agency (RICWMA), are eligible to apply for a Solid Waste Assistance Grant (SWAG). **Grant funds must be used by the individual community to manage solid waste and recycling activities, to educate citizens on solid waste issues, or to address special solid waste needs in their jurisdiction.**

Expenditure of Grant funds must be consistent with and conform to the overall purpose and mission of RICWMA as follows:

“To assist member governments to provide efficient solid waste management and education services in their community. To promote waste reduction efforts, recycling and/or reuse options, and responsible disposal of municipal solid waste materials, that are generated by residents, in order to protect the environment and public health, safety, and welfare from hazards that may result from uncontrolled and/or improper disposal of these materials.”

GRANT APPLICATION & AWARD PROCESS

RICWMA will inform its member communities at the beginning of each funding cycle with a Request for Applications (RFA). RICWMA will provide the community with a grant application form and will establish a deadline for submitting all applications for SWAG funding. Applications will then be reviewed by RICWMA staff for consistency with these guidelines and the above stated purpose and mission of RICWMA. The community will be notified of grant approval and will receive the allocated grant funds. **All grant funds must be expended within the allowed performance period for the current funding cycle. At the conclusion of the grant performance period, the member community must submit to RICWMA supporting documentation and a brief narrative that indicates how the funds were used.**

PROGRAM GUIDELINES

- Only RICWMA member governments are eligible to apply for a SWAG Grant.
- Communities may only apply once per funding cycle for their established maximum funding limit. (see “Allowable Funding Limits” below)
- SWAG Funds must be used for solid waste management, recycling or educational related activities within the community. (The communities may make this determination within the above stated funding limitations, “the RICWMA purpose and mission”)
- Maximum funding limits are established for each community based on the corrected 2010 U.S. Census population data. (see “Allowable Funding Limits” below)
- Communities will receive the first half of their funds in October and the second half of the funds will be released in March. Communities can expend funds at anytime of the fiscal year regardless of when funds are received.
- Communities must expend all SWAG funds within the allotted time frames for each funding cycle. (The RICWMA fiscal year is July 1 to June 30, although the RICWMA Board may establish other funding cycles as needed)
- Only one End of Year report is needed and should include how both waves of funding were used.
- Upon completion of the performance period for the applicable funding cycle, communities must submit appropriate documentation and a brief narrative summary to RICWMA indicating how the SWAG funds

were used. (Examples of appropriate documentation may be copies of contracts, applicable invoices, canceled checks, etc.)

- Communities agree to be cooperative, responsive and timely in meeting all deadlines and in all communications/correspondence with RICWMA staff. (Failure to do so will be grounds for disqualification and could jeopardize future funding)

ALLOWABLE SWAG FUNDING LIMITS

The SWAG Grant amounts are determined by the corrected 2010 Census populations for each member community. Due to fiscal constraints, the SWAG funds have been reduced. Communities with less than 1,000 citizens will be awarded a maximum of \$750. The grant amount for communities with more than 1,000 citizens is based on the community's population and will be awarded a maximum of \$0.75/capita. SWAG Grants will be awarded according to the following table:

Community	Population	Subsidy
Andalusia	1,178	\$ 883.50
Carbon Cliff	2,134	\$ 1,600.50
Coal Valley	3,743	\$ 2,807.25
Cordova	672	\$ 750.00
East Moline	21,302	\$ 15,976.50
Hampton	1,863	\$ 1,397.25
Milan	5,099	\$ 3,824.25
Moline	43,483	\$ 32,612.25
Port Byron	1,647	\$ 1,235.25
Rapids City	959	\$ 750.00
Rock Island	39,018	\$ 29,263.50
Rock Island County	17,511	\$ 13,133.25
Silvis	7,479	\$ 5,609.25

ROCK ISLAND COUNTY WASTE MANAGEMENT AGENCY (RICWMA)

**SOLID WASTE ASSISTANCE GRANT (SWAG)
FY 16 APPLICATION**

DUE: October 14, 2015

I. GENERAL COMMUNITY INFORMATION

APPLICANT NAME (Entity): City of Moline

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 36-6005-999

BUSINESS STREET ADDRESS: 3635 4th Avenue P.O. BOX: 61265

CITY: Moline STATE: IL ZIP CODE: 61265

CHIEF ELECTED OFFICIAL: Scott Raes TITLE: Mayor

EXPIRATION DATE OF CURRENT TERM: April 30, 2017

II. DESIGNATED CONTACT INFORMATION

CONTACT PERSON: Doug House TITLE: General Manager

OFFICE PHONE: 309-524-2401 CELL PHONE: 309-269-5062

FAX: 309-524-2369 E-MAIL: dhouse@moline.il.us

III. SPECIAL SWAG GRANT CONDITIONS

IV. Units of Local Government, which are members of the Rock Island Waste Management Agency (RICWMA), may apply for a SWAG Grant once per funding cycle. Funding cycles are based on the RICWMA fiscal year, (July 1st through June 30th), or as authorized by the RICWMA Board.

V. SWAG Grants are restricted to and must be used for solid waste management and recycling related activities within the applicant jurisdiction. Communities with less than 1,000 citizens may request a maximum grant award of \$750 per funding cycle. Communities with more than 1,000 citizens may request a maximum grant award of \$0.75/capita per funding cycle, based on the corrected 2010 U.S. Census populations.

VI. All grant funds must be fully expended for the stated purpose given in this application. **The community is to expend all funds by the completion deadline of June 30, 2016 and to submit appropriate documentation to this affect to RICWMA no later than July 30, 2016.**

VII. PROJECT INFORMATION

COMMUNITY 2010 CENSUS POPULATION: 43483

MAXIMUM AMOUNT OF SWAG FUNDING REQUESTED: \$ 32612.25 (Whole Dollars Only)

Council Bill/Resolution No. 1127-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the City Council to approve and accept proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the Fraternal Order of Police (FOP), Lodge #77, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2016-December 31, 2018; and

AUTHORIZING the Mayor and City Clerk to execute an agreement incorporating said changes with the Fraternal Order of Police (FOP), Lodge #77, relating to wages, hours of work and certain other conditions of employment.

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

That the City Council does hereby approve and accept the proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the Fraternal Order of Police (FOP), Lodge #77, for the contract term January 1, 2016-December 31, 2018, provided said changes are substantially similar in content to that attached hereto and incorporated herein by this reference as Exhibit A; and

That the Mayor and City Clerk are hereby authorized to execute an agreement with the Fraternal Order of Police (FOP), Lodge #77, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2016-December 31, 2018; provided, however, that said Lodge #77 has previously ratified said agreement and provided said agreement is in substantially similar form and content to the contract language of the prior agreement between the parties, but subject to the changes negotiated by the parties, which changes are 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

November 3, 2015

Date

Passed: November 3, 2015

Approved: November 10, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

Tentatively Agreed Changes

Between

The City of Moline, Illinois

And

The Illinois Fraternal Order of Police
Labor Council Lodge #77

Effective for the Contract Period

of

January 1, 2016 - December 31, 2018

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding, dated January 1, 2014, between the City of Moline, Illinois, and the Illinois Fraternal Order of Police Labor Council representing Moline F.O.P. Lodge #77, hereinafter referred to as the council, is as follows:

A. COMPENSATION

1. Base rates for the commissioned members of the police department, other than the chief and captains, shall be set forth on Exhibit A, which rates include a ~~2.00%~~2.50% across-the-board general wage increase effective the first full pay period beginning on or after January 1, ~~2014-2016~~plus a 0.50% across the board general wage increase effective the first full pay period beginning on or after July 1, 2014. Retroactive pay, if any, shall only apply to those employed as of the date of execution of the new agreement including those who retired during the retroactive period.
2. On the first full pay period beginning on or after January 1, ~~2015~~2017, there shall be added to the base rates and incorporated into ~~the~~ said base rates, a ~~2.00%~~2.50% across-the-board general wage increase ~~effective the first full pay period beginning on or after January 1, 2015~~ plus a 0.50% across the board general wage increase the first full pay period beginning on or after July 1, 2015. Retroactive pay, if any, shall only apply to those employed as of the date of execution of the new agreement including those who retired during the retroactive period.
3. On the first full pay period beginning on or after January 1, 2018, there shall be added to the base rates and incorporated into said base rates, a 2.50% across-the-board general wage increase. Retroactive pay, if any, shall only apply to those employed as of the date of execution of the new agreement including those who retired during the retroactive period.
34. Payroll shall be on a bi-weekly basis and payday shall be the Friday following the end of each payroll period (the first workday prior to Friday, if Friday is a holiday). Checks shall be distributed at or before 8:00 A.M. on paydays; however, if a holiday occurs during the week the payroll checks are to be distributed, then payroll checks may be distributed on or before noon, if necessary.

* * * *

R. GRIEVANCE

Grievances for commissioned members of the police department, other than the chief or the captains, shall be processed and considered as follows:

1. a. Grievance Defined. The term “grievance” means any disagreement between the council and the City involving the interpretation, application or alleged violation of an express provision of the Memorandum or Division 3 of Chapter 26 of the *Moline Code of Ordinances* or Chapter 24 of the *Moline Code of Ordinances*, hereinafter referred to as a “contract grievance”; or any disagreement, other than a contract grievance, over conditions which are in whole or in part subject to the control of the police chief and which involve safety or health hazard, unfair or discriminatory supervision, shift assignments and unjust treatment by fellow officers, hereinafter referred to as “non-contract grievances”; however a grievance shall not include management rights, matters entrusted to the Board of Fire and Police Commissioners by Sections 2-4400 to 2-4406 of the *Moline Code of Ordinances*, retirement, general wage increases, residency requirements, the type of equipment other than uniforms, issued or used, manning, total number of employees employed by the department, mutual aid and assistance agreements to other units of government and the criterion pursuant to which force including deadly force, can be used. However, nothing herein shall preclude an arbitrator’s decision based upon the arbitrator’s finding that equipment, manning levels or policies involving a serious risk to the safety of a police officer beyond that which is inherent in the normal performance of police duties.

~~Except for disputes or differences of opinion relating to unpaid suspensions greater than five (5) days or discharge for just cause, discipline shall be in accordance with the rules and regulations of the Board of Fire and Police Commissioners of the City of Moline and shall not be subject to the grievance procedure. Upon review of discipline imposed by the chief of police up to and including a five (5) day unpaid suspension, the Board of Fire and Police Commissioners of the City of Moline shall not impose greater than a 5 day unpaid suspension. Unpaid suspensions greater than five (5) days or discharge shall be for just cause and may be subject to the grievance and arbitration provisions of Section R at the discretion of the union and involved employee. Grievances concerning discharge and unpaid suspensions greater than five (5) days shall be filed at Step 3 of the grievance procedure within fifteen (15) calendar days after the employee is notified of discharge or suspension. The City and the union agree the grievance and arbitration procedures in Section R and the hearing process by~~

~~the Board of Fire and Police Commissioners of the City of Moline are mutually exclusive and no relief shall be available under the grievance processing and arbitration procedures for any action heard before the Board of Fire and Police Commissioners of the City of Moline. The City and the union agree that the pursuit of a grievance shall act as a specific waiver by the union and the involved employee of the right to challenge the same matter before the Board of Fire and Police Commissioners of the City of Moline and a form containing such a waiver, attached hereto and incorporated herein as Exhibit F, shall be executed by the union and the involved employee before arbitration may be invoked under arbitration procedures of Section R. Employees initially seeking review by the Board of Fire and Police Commissioners of the City of Moline who subsequently elect to file a grievance within the appropriate time limit may only do so prior to any hearing before the Board of Fire and Police Commissioners of the City of Moline. Employees filing a grievance shall immediately withdraw their requests and waive any and all rights to additional hearing(s) before the Board of Fire and Police Commissioners of the City of Moline.~~

~~Discipline and discharge shall be determined and imposed by the chief of police subject to the union's right to appeal as provided in this Section R.~~

b. Discipline. Discipline, which shall be for just cause, shall include oral reprimands, written reprimands, suspensions, and discharge. All discipline shall be determined and imposed by the chief of police subject to the union's right to appeal as provided in this Section R. Prior to the issuance of discipline, the affected officer shall be afforded a pre-disciplinary meeting at which the officer may choose to have a union representative present and the officer or the union representative may make any statements on the officer's behalf.

c. Appeal of Discipline. The Board of Fire and Police Commissioners shall not have review and appellate jurisdiction over discipline imposed on commissioned officers.

Oral reprimands shall not be subject to the grievance and arbitration provisions of Section R.

Grievances appealing written reprimands shall be filed at Step 3 of the grievance procedure within fifteen (15) calendar days after the officer receives written notice of such discipline. Grievances for written reprimands are not subject to arbitration.

Grievances appealing suspensions and discharge are subject to the grievance and arbitration provisions of Section R at the discretion of the union and involved officer. Grievances appealing suspensions and discharge shall be filed at Step 3 of the grievance procedure within fifteen (15) calendar days after the officer receives written notice of such discipline.

* * * *

V. **TERM**

The Memorandum of Understanding shall be effective January 1, ~~2014~~2016, and shall remain in full force and effect until December 31, ~~2015~~2018. No provision of this Memorandum of Understanding is retroactive unless expressly made so hereinabove. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided. Should either party desire to modify or terminate this Memorandum of Understanding, said party must notify the other party, in writing, at least five (5) months before the termination date set forth above. The parties shall commence negotiations within thirty (30) days thereafter.

If either party desires to terminate this Memorandum of Understanding at any time after December 31, ~~2015~~2018, said party shall provide the other party written notice at least ten (10) days prior to the termination date.

FOP Pay Plan
Effective January 12, 2014
2.00% G.W.I.

Grade	-	Minimum	Maximum
14	A	47,462.06	73,285.68
(P14)	H	22.8183	35.2335
-	-	-	-
18	A	57,690.05	87,783.49
(P18)	H	27.7356	42.2036
-	-	-	-
20	A	63,603.70	96,780.74
(P20)	H	30.5787	46.5292

FOP Pay Plan
Effective July 13, 2014
0.50% G.W.I.

Grade	-	Minimum	Maximum
14	A	47,699.39	73,652.18
(P14)	H	22.9324	35.4097
-	-	-	-
18	A	57,978.54	88,222.37
(P18)	H	27.8743	42.4146
-	-	-	-
20	A	63,921.73	97,264.54
(P20)	H	30.7316	46.7618

EXHIBIT A

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FOP Pay Plan
Effective January 11, 2015
2.00% G.W.I.

Grade	-	Minimum	Maximum
14	A	48,653.28	75,125.23
(P14)	H	23.3910	36.1179
-	-	-	-
18	A	59,138.14	89,986.83
(P18)	H	28.4318	43.2629
-	-	-	-
20	A	65,200.10	99,209.76
(P20)	H	31.3462	47.6970

FOP Pay Plan
Effective July 12, 2015
0.50% G.W.I.

Grade	-	Minimum	Maximum
14	A	48,896.64	75,500.88
(P14)	H	23.5080	36.2985
-	-	-	-
18	A	59,433.92	90,436.74
(P18)	H	28.5740	43.4792
-	-	-	-
20	A	65,526.03	99,705.84
(P20)	H	31.5029	47.9355

FOP Pay Plan

Effective January 10, 2016

2.50% G.W.I.

<u>Grade</u>	<u>.</u>	<u>Minimum</u>	<u>Maximum</u>
<u>14</u>	<u>A</u>	<u>50,119.06</u>	<u>77,388.48</u>
<u>(P14)</u>	<u>H</u>	<u>24.0957</u>	<u>37.2060</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>18</u>	<u>A</u>	<u>60,919.87</u>	<u>92,697.70</u>
<u>(P18)</u>	<u>H</u>	<u>29.2884</u>	<u>44.5662</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>20</u>	<u>A</u>	<u>67,164.24</u>	<u>102,198.51</u>
<u>(P20)</u>	<u>H</u>	<u>32.2905</u>	<u>49.1339</u>

FOP Pay Plan

Effective January 8, 2017

2.50% G.W.I.

<u>Grade</u>	<u>.</u>	<u>Minimum</u>	<u>Maximum</u>
<u>14</u>	<u>A</u>	<u>51,372.05</u>	<u>79,323.30</u>
<u>(P14)</u>	<u>H</u>	<u>24.6981</u>	<u>38.1362</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>18</u>	<u>A</u>	<u>62,442.85</u>	<u>95,015.23</u>
<u>(P18)</u>	<u>H</u>	<u>30.0206</u>	<u>45.6804</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>20</u>	<u>A</u>	<u>68,843.42</u>	<u>104,753.38</u>
<u>(P20)</u>	<u>H</u>	<u>33.0978</u>	<u>50.3622</u>

FOP Pay Plan
Effective January 7, 2018
2.50% G.W.I.

<u>Grade</u>	<u>-</u>	<u>Minimum</u>	<u>Maximum</u>
<u>14</u>	<u>A</u>	<u>52,656.45</u>	<u>81,306.37</u>
<u>(P14)</u>	<u>H</u>	<u>25.3156</u>	<u>39.0896</u>
<u>-</u>	<u>-</u>		
<u>18</u>	<u>A</u>	<u>64,003.89</u>	<u>97,390.59</u>
<u>(P18)</u>	<u>H</u>	<u>30.7711</u>	<u>46.8224</u>
<u>-</u>	<u>-</u>		
<u>20</u>	<u>A</u>	<u>70,564.42</u>	<u>107,372.30</u>
<u>(P20)</u>	<u>H</u>	<u>33.9252</u>	<u>51.6213</u>

EXHIBIT B

Page 1 of 23

HEALTH BENEFIT PLAN

The City shall maintain its present health benefit plan for employees and dependents during the term of the agreement. The actual plan documents, as amended, shall be the basis of any final interpretation of the health benefit plan.

Employees shall have the option to elect not to be covered under the City's health insurance program provided they give written notice two (2) weeks prior to the first payroll period of a month.

Effective January 1, 2003:

- The City will provide coverage in compliance with HB3406 and the Illinois Insurance Code.
- The City will bill any member who fails to report a change of status on a dependent within 31 days for all medical and administrative expense incurred by that dependent after they are no longer eligible for coverage.
- Viagra will be excluded as a covered drug under the plan.
- Mandatory generic prescriptions will be required. However, the member can pay the difference in cost if a name brand is desired.
- Needles and syringes will be subject to generic co-pay rather than no co-pay.
- Mandatory \$100 co-pay for all emergency room visits, to be waived if member is admitted.
- Out-of-pocket maximums in the Choice plan will be increased to \$1500/3000.
- The point-of-service percentage will be increased to 40% (from 25%) if a member refers him or herself to an out-of-network doctor rather than getting a referral from their in-network doctor.
- Maintenance drugs will be allowed to be purchased in 30 or 90-day amounts. The 90-day amount will be subject to 2 co-pays rather than 3.
- Retirees living out of the area will be required to choose a doctor from a national network affiliated with the City's health care provider.
- Prescription co-pays will no longer be applied to the maximum out-of-pocket amounts.
- Premiums:

EXHIBIT B

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HEALTH BENEFIT PLAN

Effective January 1, 2014:

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/14
Single—Active	\$432.78	\$108.20	\$540.98
Family—Active	\$1,129.59	\$282.40	\$1,411.99
R <65 >50	\$432.78	\$108.20	\$540.98
R >65	\$0.00	\$282.39	\$282.39
R <50	\$0.00	\$540.98	\$540.98
R <65 >50 & D <65	\$432.78	\$979.21	\$1,411.99
R <50 & D <65	\$0.00	\$1,411.99	\$1,411.99
R <65 >50 & D >65	\$432.78	\$390.60	\$823.38
R >65 & D <65	\$0.00	\$1,153.38	\$1,153.38
R & D >65	\$0.00	\$564.80	\$564.80

Effective January 1, 2015:

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 1/1/15
Single—Active	\$437.11	\$109.28	\$546.39
Family—Active	\$1,140.89	\$285.22	\$1,426.11
R <65 >50	\$437.11	\$109.28	\$546.39
R >65	\$0.00	\$285.21	\$285.21
R <50	\$0.00	\$546.39	\$546.39
R <65 >50 & D <65	\$437.11	\$989.00	\$1,426.11
R <50 & D <65	\$0.00	\$1,426.11	\$1,426.11
R <65 >50 & D >65	\$437.11	\$394.50	\$831.61
R >65 & D <65	\$0.00	\$1,164.91	\$1,164.91
R & D >65	\$0.00	\$570.45	\$570.45

EXHIBIT B

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HEALTH BENEFIT PLANEffective January 1, 2016

<u>Coverage Type</u>	<u>New Rate City</u>	<u>New Rate Employee/Retiree</u>	<u>New Rate Total 1/1/16</u>
<u>Single - Active</u>	<u>\$441.49</u>	<u>\$110.36</u>	<u>\$551.85</u>
<u>Family - Active</u>	<u>\$1,152.31</u>	<u>\$288.06</u>	<u>\$1,440.37</u>
<u>R <65 >50</u>	<u>\$441.49</u>	<u>\$110.36</u>	<u>\$551.85</u>
<u>R >65</u>	<u>\$0.00</u>	<u>\$288.06</u>	<u>\$288.06</u>
<u>R <50</u>	<u>\$0.00</u>	<u>\$551.85</u>	<u>\$551.85</u>
<u>R <65 >50 & D <65</u>	<u>\$441.49</u>	<u>\$998.88</u>	<u>\$1,440.37</u>
<u>R <50 & D <65</u>	<u>\$0.00</u>	<u>\$1,440.37</u>	<u>\$1,440.37</u>
<u>R <65 >50 & D >65</u>	<u>\$441.49</u>	<u>\$398.44</u>	<u>\$839.93</u>
<u>R >65 & D <65</u>	<u>\$0.00</u>	<u>\$1,176.56</u>	<u>\$1,176.56</u>
<u>R & D >65</u>	<u>\$0.00</u>	<u>\$576.15</u>	<u>\$576.15</u>

Effective January 1, 2017

<u>Coverage Type</u>	<u>New Rate City</u>	<u>New Rate Employee/Retiree</u>	<u>New Rate Total 1/1/17</u>
<u>Single - Active</u>	<u>\$450.31</u>	<u>\$112.58</u>	<u>\$562.89</u>
<u>Family - Active</u>	<u>\$1,175.34</u>	<u>\$293.84</u>	<u>\$1,469.18</u>
<u>R <65 >50</u>	<u>\$450.31</u>	<u>\$112.58</u>	<u>\$562.89</u>
<u>R >65</u>	<u>\$0.00</u>	<u>\$293.82</u>	<u>\$293.82</u>
<u>R <50</u>	<u>\$0.00</u>	<u>\$562.89</u>	<u>\$562.89</u>
<u>R <65 >50 & D <65</u>	<u>\$450.31</u>	<u>\$1,018.87</u>	<u>\$1,469.18</u>
<u>R <50 & D <65</u>	<u>\$0.00</u>	<u>\$1,469.18</u>	<u>\$1,469.18</u>
<u>R <65 >50 & D >65</u>	<u>\$450.31</u>	<u>\$406.42</u>	<u>\$856.73</u>
<u>R >65 & D <65</u>	<u>\$0.00</u>	<u>\$1,200.09</u>	<u>\$1,200.09</u>
<u>R & D >65</u>	<u>\$0.00</u>	<u>\$587.67</u>	<u>\$587.67</u>

EXHIBIT B

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HEALTH BENEFIT PLAN

Effective January 1, 2018

<u>Coverage Type</u>	<u>New Rate City</u>	<u>New Rate Employee/Retiree</u>	<u>New Rate Total 1/1/17</u>
<u>Single - Active</u>	<u>\$454.82</u>	<u>\$113.70</u>	<u>\$568.52</u>
<u>Family - Active</u>	<u>\$1,187.11</u>	<u>\$296.76</u>	<u>\$1,483.87</u>
<u>R <65 >50</u>	<u>\$454.82</u>	<u>\$113.70</u>	<u>\$568.52</u>
<u>R >65</u>	<u>\$0.00</u>	<u>\$296.76</u>	<u>\$296.76</u>
<u>R <50</u>	<u>\$0.00</u>	<u>\$568.52</u>	<u>\$568.52</u>
<u>R <65 >50 & D <65</u>	<u>\$454.82</u>	<u>\$1,029.05</u>	<u>\$1,483.87</u>
<u>R <50 & D <65</u>	<u>\$0.00</u>	<u>\$1,483.87</u>	<u>\$1,483.87</u>
<u>R <65 >50 & D >65</u>	<u>\$454.82</u>	<u>\$410.48</u>	<u>\$865.30</u>
<u>R >65 & D <65</u>	<u>\$0.00</u>	<u>\$1,212.09</u>	<u>\$1,212.09</u>
<u>R & D >65</u>	<u>\$0.00</u>	<u>\$593.55</u>	<u>\$593.55</u>

EXHIBIT F

Page 1 of 2

**~~Election of Review/Appeal of Discipline
through Grievance and Arbitration Provisions~~**

Re: Discipline imposed by the Chief of Police/Public Safety Director against

_____.

~~Pursuant to Section R, Grievance of the Labor Agreement between the City of Moline, Illinois and the Illinois Fraternal Order of Police, Lodge #77:~~

I, _____, hereby elect to have the disciplinary action imposed by the Chief of Police/Public Safety Director against me appealed through the grievance and arbitration provisions of the Labor Agreement.

Employee's Signature _____ Date

~~The involved Employee's signature above and that of the Illinois Fraternal Order of Police, Lodge #77 Authorized Representative below shall serve as a waiver of the right to challenge the specific discipline matter before the Board of Fire and Police Commissioners of the City of Moline, IL.~~

Illinois Fraternal Order of Police, Lodge #77 _____ Date
Authorized Representative

Given To:

City of Moline Chief of Police/Public Safety Director _____ Date
or designee _____

EXHIBIT F

Page 2 of 2

**~~Election of Review/Appeal of Discipline
before Board of Fire and Police Commissioners of the City of Moline, IL~~**

~~Re: Discipline imposed by the Chief of Police/Public Safety Director against~~

~~_____~~

~~Pursuant to Section R, Grievance of the Labor Agreement between the City of Moline, Illinois and the Illinois Fraternal Order of Police, Lodge #77:~~

~~I, _____, hereby elect to have the disciplinary action imposed by the Chief of Police/Public Safety Director against me appealed before the Board of Fire and Police Commissioners of the City of Moline, IL. My signature below shall serve as a waiver of the right to appeal the specific discipline matter through the grievance and arbitration provisions of the Labor Agreement.~~

~~_____
Employee's Signature _____ Date~~

~~Given To:~~

~~_____
City of Moline Chief of Police/Public Safety Director _____ Date
or designee~~

~~LETTER OF UNDERSTANDING~~

~~The City of Moline, Illinois (City) and the Illinois Fraternal Order of Police (FOP) Labor Council Lodge #77 have met, discussed and agreed:~~

- ~~1. That during the negotiations which resulted in a labor agreement executed in January 2014, effective January 1, 2014 through December 31, 2015, the City and the FOP agreed to change the weight distribution for police lieutenant promotional examinations; and~~
- ~~2. That during the above referenced negotiations, the parties agreed to modify the Rules and Regulations of the Board of Fire and Police Commissioners of the City of Moline, IL (Board) to reflect the change of weight distribution for police lieutenant promotional examinations; and~~
- ~~3. That the proposed modifications to the Rules and Regulations of the Board are subject to approval by the Board and the City Council of the City of Moline, IL; and~~
- ~~4. That the proposed modifications are attached hereto and incorporated herein as Exhibit A; and~~
- ~~5. That actions taken here do not create a past practice of any kind and all parties expressly agree that this Letter of Understanding shall not constitute a past practice of any kind nor have any precedential value to any other case arising under the terms of the Labor Agreement nor shall it be evidence of same in any interest arbitration.~~

~~The parties hereto have caused their duly authorized agents to sign this Letter of Understanding this _____ day of January, 2014.~~

~~FOP Lodge #77 & Labor Council _____ City of Moline, Illinois~~

~~By: _____ By: _____
Jeremy J. McAuliffe, President Lewis J. Steinbrecher, City Administrator~~

~~By: _____ By: _____
David M. Callaway, Vice President Alison M. Fleming, Human Resources Manager~~

~~By: _____ *Approved as to form:*
David Nixon, Field Representative,
Illinois FOP Labor Council~~

~~_____ By: _____
Maureen E. Riggs, City Attorney~~

Exhibit A

CHAPTER IV PROMOTIONS POLICE

* * * *

Section 3. TYPES OF EXAMINATIONS

* * * *

(b) Promotion to the Rank of Lieutenant

* * * *

5. The final promotional score will be determined as follows:

<u>Examination</u>	<u>Grade</u>
Written Examination	20% 30% (weight) x (raw score / total available x 100)
Assessment Center	30% 30% (weight) x (raw score / total available x 100)
Review Panel	20% 30% (weight) x (raw score / total available x 100)
Oral Interview	30% 10% (weight) x (raw score / total available x 100)

(Raw score based on 100 maximum)

Council Bill/Resolution No. 1128-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with General Constructors, Inc. of the Quad Cities for Project #1194, 12th Street Retaining Wall Replacement, in the amount of \$521,538.10.

WHEREAS, bids were publicly read on October 13, 2015; and

WHEREAS, bids were solicited with General Constructors, Inc. of the Quad Cities submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with General Constructors, Inc. of the Quad Cities for Project #1194, 12th Street Retaining Wall Replacement, in the amount of \$521,538.10; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

November 3, 2015

Date

Passed: November 3, 2015

Approved: November 10, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **GENERAL CONSTRUCTORS, INC. OF THE QUAD CITIES** of **480 42ND STREET, BETTENDORF, IA 52722**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **FIVE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED THIRTY EIGHT AND 10/100 (\$521,538.10) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1194, 12TH STREET RETAINING WALL REPLACEMENT** as set out in the plans and specifications.

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

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

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK_ISL.htm.

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

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

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

THOUSAND FIVE HUNDRED THIRTY EIGHT AND 10/100 (\$521,538.10) DOLLARS

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

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Project: 1194 - 12th Street Retaining Wall

Bid Date and Time: October 13, 2015 11:00 a.m.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	General Constructors, Inc. of the Quad Cities		Civil Constructors, Inc.		Centennial Contractors of the Quad Cities, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	20	CU YD	\$45.00	\$900.00	\$95.00	\$1,900.00	\$54.00	\$1,080.00
2	FURNISHED EXCAVATION	20	CU YD	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$35.00	\$700.00
3	POROUS GRANULAR EMBANKMENT	359	TON	\$35.00	\$12,565.00	\$46.50	\$16,693.50	\$35.00	\$12,565.00
4	EROSION CONTROL BLANKET	240	SQ YD	\$5.00	\$1,200.00	\$5.50	\$1,320.00	\$3.50	\$840.00
5	TURF REINFORCEMENT MAT	115	SQ YD	\$10.00	\$1,150.00	\$20.00	\$2,300.00	\$12.00	\$1,380.00
6	STONE RIPRAP, CLASS A3	57	TON	\$65.00	\$3,705.00	\$115.00	\$6,555.00	\$70.00	\$3,990.00
7	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	11.4	SQ YD	\$100.00	\$1,140.00	\$90.00	\$1,026.00	\$81.00	\$923.40
8	PORTLAND CEMENT CONCRETE SIDEWALKS 5 INCH	1685	SQ FT	\$8.00	\$13,480.00	\$7.50	\$12,637.50	\$5.50	\$9,267.50
9	DETECTABLE WARNINGS	25	SQ FT	\$30.00	\$750.00	\$40.00	\$1,000.00	\$40.00	\$1,000.00
10	DRIVEWAY PAVEMENT REMOVAL	9.1	SQ YD	\$30.00	\$273.00	\$25.00	\$227.50	\$20.00	\$182.00
11	SIDEWALK REMOVAL	1755	SQ FT	\$1.75	\$3,071.25	\$1.40	\$2,457.00	\$1.50	\$2,632.50
12	CONCRETE STRUCTURES	122.3	CU YD	\$1,400.00	\$171,220.00	\$1,425.00	\$174,277.50	\$1,840.00	\$225,032.00
13	STUD SHEAR CONNECTORS	395	EACH	\$10.00	\$3,950.00	\$10.50	\$4,147.50	\$47.00	\$18,565.00
14	GEOCOMPOSITE WALL DRAIN	1539.3	SQ FT	\$2.50	\$3,848.25	\$3.25	\$5,002.73	\$5.00	\$7,696.50
15	DRILLING AND SETTING SOLDIER PILES (IN SOIL)	5221.2	CU FT	\$18.00	\$93,981.60	\$24.00	\$125,308.80	\$14.00	\$73,096.80
16	DRAINAGE STRUCTURE SPECIAL	2	EACH	\$3,000.00	\$6,000.00	\$4,850.00	\$9,700.00	\$5,000.00	\$10,000.00
17	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L.SUM	\$6,000.00	\$6,000.00	\$16,500.00	\$16,500.00	\$22,000.00	\$22,000.00
18	RETAINING WALL REMOVAL	1	L.SUM	\$3,000.00	\$3,000.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00
19	UNTREATED TIMBER LAGGING	2314.4	SQ FT	\$10.00	\$23,144.00	\$10.50	\$24,301.20	\$18.00	\$41,659.20
20	FURNISHING SOLDIER PILES (HP SECTION)	705	FOOT	\$70.00	\$49,350.00	\$72.00	\$50,760.00	\$63.00	\$44,415.00
21	FURNISHING SOLDIER PILES (W SECTION)	714	FOOT	\$125.00	\$89,250.00	\$130.00	\$92,820.00	\$140.00	\$99,960.00
22	PIPE UNDERDRAINS FOR STRUCTURES 6"	210	FOOT	\$30.00	\$6,300.00	\$28.50	\$5,985.00	\$35.00	\$7,350.00
23	PIPE UNDERDRAINS FOR STRUCTURES 8"	345	FOOT	\$60.00	\$20,700.00	\$32.00	\$11,040.00	\$55.00	\$18,975.00
24	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	20	FOOT	\$28.00	\$560.00	\$85.00	\$1,700.00	\$55.00	\$1,100.00
25	MODIFY DRAINAGE UTILITY	1	L.SUM	\$1,000.00	\$1,000.00	\$6,850.00	\$6,850.00	\$3,500.00	\$3,500.00
26	SEEDING SPECIAL COMPLETE	1	L.SUM	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
27	REMOVE, SALVAGE, AND STORE HISTORIC RAILING	1	L.SUM	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
28	DECORATIVE RAILING (ALTERNATE BID ITEM)	250	FOOT	\$200.00	\$50,000.00	\$175.00	\$43,750.00	\$200.00	\$50,000.00
29	COLOR CONCRETE FINISHING (ALTERNATE BID ITEM)	122.3	CU YD	\$46.00	\$5,625.80	\$55.00	\$6,726.50	\$100.00	\$12,230.00
	TOTAL (Does not include alternate bid item No. 28 or No. 29)				\$521,538.10		\$591,109.23		\$624,409.90

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

**McCarthy Improvement
Company**

Valley Construction Company

Brandt Construction Company

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	20	CU YD	\$42.00	\$840.00	\$60.00	\$1,200.00	\$51.00	\$1,020.00
2	FURNISHED EXCAVATION	20	CU YD	\$70.00	\$1,400.00	\$60.00	\$1,200.00	\$70.00	\$1,400.00
3	POROUS GRANULAR EMBANKMENT	359	TON	\$40.00	\$14,360.00	\$44.50	\$15,975.50	\$44.75	\$16,065.25
4	EROSION CONTROL BLANKET	240	SQ YD	\$6.00	\$1,440.00	\$6.00	\$1,440.00	\$6.25	\$1,500.00
5	TURF REINFORCEMENT MAT	115	SQ YD	\$22.00	\$2,530.00	\$20.00	\$2,300.00	\$22.50	\$2,587.50
6	STONE RIPRAP, CLASS A3	57	TON	\$65.00	\$3,705.00	\$125.00	\$7,125.00	\$75.50	\$4,303.50
7	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	11.4	SQ YD	\$175.00	\$1,995.00	\$125.00	\$1,425.00	\$200.00	\$2,280.00
8	PORTLAND CEMENT CONCRETE SIDEWALKS 5 INCH	1685	SQ FT	\$7.00	\$11,795.00	\$10.25	\$17,271.25	\$7.50	\$12,637.50
9	DETECTABLE WARNINGS	25	SQ FT	\$90.00	\$2,250.00	\$36.00	\$900.00	\$40.00	\$1,000.00
10	DRIVEWAY PAVEMENT REMOVAL	9.1	SQ YD	\$35.00	\$318.50	\$55.00	\$500.50	\$35.00	\$318.50
11	SIDEWALK REMOVAL	1755	SQ FT	\$2.00	\$3,510.00	\$2.20	\$3,861.00	\$2.00	\$3,510.00
12	CONCRETE STRUCTURES	122.3	CU YD	\$2,100.00	\$256,830.00	\$2,275.00	\$278,232.50	\$1,950.00	\$238,485.00
13	STUD SHEAR CONNECTORS	395	EACH	\$13.00	\$5,135.00	\$11.40	\$4,503.00	\$8.00	\$3,160.00
14	GEOCOMPOSITE WALL DRAIN	1539.3	SQ FT	\$4.00	\$6,157.20	\$4.00	\$6,157.20	\$3.50	\$5,387.55
15	DRILLING AND SETTING SOLDIER PILES (IN SOIL)	5221.2	CU FT	\$13.00	\$67,875.60	\$32.00	\$167,078.40	\$40.00	\$208,848.00
16	DRAINAGE STRUCTURE SPECIAL	2	EACH	\$6,000.00	\$12,000.00	\$5,500.00	\$11,000.00	\$6,350.00	\$12,700.00
17	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L.SUM	\$60,000.00	\$60,000.00	\$8,001.45	\$8,001.45	\$15,000.00	\$15,000.00
18	RETAINING WALL REMOVAL	1	L.SUM	\$8,500.00	\$8,500.00	\$26,900.00	\$26,900.00	\$13,997.70	\$13,997.70
19	UNTREATED TIMBER LAGGING	2314.4	SQ FT	\$25.00	\$57,860.00	\$14.25	\$32,980.20	\$20.00	\$46,288.00
20	FURNISHING SOLDIER PILES (HP SECTION)	705	FOOT	\$82.00	\$57,810.00	\$46.00	\$32,430.00	\$60.00	\$42,300.00
21	FURNISHING SOLDIER PILES (W SECTION)	714	FOOT	\$100.00	\$71,400.00	\$105.00	\$74,970.00	\$125.00	\$89,250.00
22	PIPE UNDERDRAINS FOR STRUCTURES 6"	210	FOOT	\$30.00	\$6,300.00	\$41.00	\$8,610.00	\$23.00	\$4,830.00
23	PIPE UNDERDRAINS FOR STRUCTURES 8"	345	FOOT	\$45.00	\$15,525.00	\$58.00	\$20,010.00	\$64.00	\$22,080.00
24	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	20	FOOT	\$70.00	\$1,400.00	\$65.00	\$1,300.00	\$110.00	\$2,200.00
25	MODIFY DRAINAGE UTILITY	1	L.SUM	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00
26	SEEDING SPECIAL COMPLETE	1	L.SUM	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,125.00	\$1,125.00
27	REMOVE, SALVAGE, AND STORE HISTORIC RAILING	1	L.SUM	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
28	DECORATIVE RAILING (ALTERNATE BID ITEM)	250	FOOT	\$300.00	\$75,000.00	\$210.00	\$52,500.00	\$205.00	\$51,250.00
29	COLORS CONCRETE FINISHING (ALTERNATE BID ITEM)	122.3	CU YD	\$200.00	\$24,460.00	\$80.00	\$9,784.00	\$55.00	\$6,726.50
	TOTAL (Does not include alternate bid item No. 28 or No. 29)				\$676,136.30		\$733,371.00		\$754,573.50

AN ORDINANCE

AMENDING Chapter 8, “BUILDINGS AND OTHER CONTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1401, “ELECTRICAL CONTRACTOR LICENSE,” by repealing said section in its entirety and enacting in lieu thereof one new Section 8-1401, entitled “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION,” dealing with the same subject matter; and by amending Section 8-1402, “MECHANICAL CONTRACTOR LICENSE,” by repealing subsection (b) in its entirety and enacting in lieu thereof one new subsection (b) dealing with the same subject matter; and by amending Section 8-6101 “AMENDMENTS TO MOLINE ELECTRICAL CODE – GENERAL,” by repealing subsection (e) in its entirety and enacting in lieu thereof one new subsection (e) dealing with the same subject matter.

WHEREAS, it is in the City’s best interest to establish building and construction guidelines to protect the health, safety and welfare of City residents; and

WHEREAS, City staff recommends an amendment to Section 8-1401 of the Moline Code of Ordinances to provide a definition of “Electrical Contractor” and a definition of “Licensed Electrician;” and

WHEREAS, the amendment to Section 8-1401 would also clarify that only registered electrical contractors may secure permits; and

WHEREAS, Section 8-1401 would further be amended to clarify that the City registers electrical contractors, and that such electrical contractor must be, or have as an employee, a licensed electrician; and

WHEREAS, language would also be added to Section 8-1401 to provide that the passing of a master’s electrical examination administered through another state is sufficient to prove that a person is a licensed electrician; and

WHEREAS, City staff also reviewed Section 8-1402 of the Moline Code of Ordinances and recommends an amendment to prohibit owners-occupants of single dwellings to conduct gas pressure testing at their dwellings and requiring such testing be done by a licensed mechanical contractor; and

WHEREAS, City staff recommends amendment of Section 8-6101 of the Moline Code of Ordinances to allow for the use of Type NM and NMC cable in hotels, motels, and assisted care living facilities, including type II, IV and type V construction; and

WHEREAS, the revisions to Sections 8-1401, 8-1402 and 8-6101 will add clarity to the Moline Code of Ordinances for contractors and residents that will protect the health, safety and welfare of City residents.

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

Section 1 – That Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1401, “ELECTRICAL CONTRACTOR LICENSE,” is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 8-1401, entitled “ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION,” dealing with the same subject matter, which shall read as follows:

“SEC. 8-1401. ELECTRICAL CONTRACTOR LICENSE AND REGISTRATION.

(a) DEFINITIONS

- (1) As used in this chapter, the term “Electrical Contractor” shall mean and include any person who is registered as such with the City, maintains a bond and insurance as required, and employs a Licensed Electrician to perform and supervise all electrical work undertaken by the contractor. Licensed Electricians employed by a firm or corporation to perform or to supervise electrical work do not need to individually register, so long as the firm or corporation is registered pursuant to this chapter and they remain employed by the firm or corporation.
- (2) As used in the chapter, the term “Licensed Electrician” shall mean and include any individual who is engaged in and has the necessary qualifications, training, experience, and technical knowledge to supervise and do electrical work in accordance with the standard rules and regulations governing the work and is licensed as required herein.

(b) REGISTRATION AND LICENSE REQUIRED

- (1) Securing Permits: Only a registered Electrical Contractor may secure electrical permits and furnish electrical equipment and components for installation by the holder of a valid electrician license in the employ of the contractor, or to be installed under the supervision of the holder of a valid electrician license.
- (2) Licensed Electrician Status Required: If the person seeking to register as an Electrical Contractor is an individual acting as a sole proprietor, he or she must be a Licensed Electrician. If the individual seeking to register is a corporation, partnership, group or association, it must have an officer, partner, member or employee, an individual who is a Licensed Electrician. Proof of license can be shown as follows:
 - a. An individual who presents an electrical license or registration from another city in Illinois will not be required to provide proof of the Master Block Test, but will be required to submit a copy of that license and an affidavit verifying:
 - i. a minimum of five (5) years as an Electrical Contractor;
 - ii. the individual took and passed either the master’s examination through Thomson Prometric, the International Code Council National Contractor Trades Examination Program, Standard Master Electrician exam, or a master’s electrical examination administered through another state.
 - b. An individual who does not present an electrical license or registration from another city in Illinois must provide proof thereof of a passing grade on either the master’s examination through Thomson Prometric, 1260 Energy Lane, St. Paul, MN 55108, 1-(800)-280-3926; or the International Code Council National Contractor Trades Examination Program, Standard Master Electrician exam only, 900 Montclair Road, Birmingham, AL 35213, 1-888-422-7233, www.iccsafe.org/contractor; or a master’s electrical examination administered through

another state. The passing test results are not subject to expiration as long as the individual is active in the electrical trade and submits an affidavit verifying a minimum of five (5) years electrical experience.

- (3) Notice of Discharge: Whenever a Licensed Electrician shall leave or be discharged from the employ of any person who is required by this section to employ a Licensed Electrician, a notice in writing thereof shall be given within five (5) days by both the employer and the Licensed Electrician to the building official, and the permit privileges of such person and Electrical Contractor shall without further order or action by the electrical inspector stand suspended until the employment of a Licensed Electrician.
- (4) Electrical Contractor Registration Application: The registration application shall state:
 - a. The name of the applicant;
 - b. The name of the contractor's business;
 - c. Whether individual, corporation or partnership (if partnership, it shall include the names of all partners);
 - d. The residence of the applicant;
 - e. The address of the applicant's place of business; and
 - f. The name, address and position of all Licensed Electricians in the Electrical Contractor's employ.
- (5) Electrical Contractor Registration Fee: The annual registration fee for an Electrical Contractor shall be fifty dollars (\$50.00). The annual fee shall be valid for a period commencing on May 1 to April 30 of the following year, and shall remain in force and effect for that period of time, unless revoked pursuant to this division.
- (6) Bond Requirements: Every person desiring to register as an Electrical Contractor shall furnish a license/permit bond in the penal sum of five thousand dollars (\$5,000.00). The bond shall be conditioned upon the faithful performance of the applicant's work in accordance with the provisions of this Code and for all work performed under the license sought. Such surety is to be a company authorized to do business in the State of Illinois. This shall be a continuing bond until canceled by notice. The surety shall have the right to cancel this bond for future liability upon sixty (60) days written notice to the building official.
- (7) Certificate of Liability Insurance: Every person desiring to register as an Electrical Contractor shall submit a certificate of liability insurance naming the City of Moline as the certificate holder and in the type and amounts listed below:
 - a. Public liability and property damage insurance in the minimum amount and form as hereby specified: \$100,000.00 for each occurrence of property damage; and \$300,000.00 for each occurrence of personal injury or bodily harm. Such policy shall provide that it cannot be cancelled except upon written notification to the building official at least thirty (30) days prior to the date of cancellation.
 - b. Proof that the applicant has obtained workers' compensation insurance or that the applicant is an approved self-insurer of workers' compensation shall be either the certificate of insurance from the insurance provider or the certificate of approval as a self-insurer issued by the Illinois Workers' Compensation Commission.
 - c. If an applicant is a sole proprietorship or partnership and the applicant has no employees, the applicant shall not be required to provide proof of workers' compensation insurance. Such

applicant’s application for registration shall include a sworn statement that said applicant has no employees.

(8) **Renewal of Registration:** This annual fee for renewing a registration as an Electrical Contractor, pursuant to this division, shall be fifty dollars (\$50.00) and shall be valid for an annual period commencing on May 1 to April 30 of the following year, and shall remain in force and effect for that period of time, unless revoked for cause. The Electrical Contractor shall be required to confirm that certain requirements are met each year before the registration will be renewed. The Electrical Contractor must also have proof of valid insurance meeting the requirements set forth herein on file and that the bond continue to be in place before the renewal will be completed.

(9) No person permitted to register under the provisions of this division shall install or perform any electrical work after the expiration of the registration or the revocation of the registration pursuant to this division, unless the registration or renewal thereof shall have been received.

(c) **HOMEOWNERS, EXCEPTION:** Persons performing electrical work in the single family residence that they own and where they reside will not be required to register as an electrical contractor nor shall they be required to pay a registration fee; however, the building official shall require a sufficient display of electrical experience of a practical and elementary character so as to test their knowledge and qualifications of the electrical work to be done in the interest of safeguarding life and property.”

Section 2 – That Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-1402, “MECHANICAL CONTRACTOR LICENSE,” is hereby amended by repealing subsection (b) in its entirety and enacting in lieu thereof one new subsection (b) dealing with the same subject matter, which shall read as follows:

“SEC. 8-1402. MECHANICAL CONTRACTOR LICENSE.

* * * * *

(b) The owner-occupant of a single dwelling house may, with the assistance of any member of said owner-occupant’s family and household, personally carry on in said house, any work governed by this chapter without the license required by this subsection (a), except for gas pressure testing; however, the owner-occupant shall obtain a permit for any such work and shall call for an inspection as provided in this chapter. Gas pressure testing must be done by a licensed mechanical contractor.

* * * * *

Section 3 – That Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-6101, “AMENDMENTS TO MOLINE ELECTRICAL CODE - GENERAL,” is hereby amended by repealing subsection (e) in its entirety and enacting in lieu thereof one new subsection (e) dealing with the same subject matter, which shall read as follows:

“SEC. 8-6101. AMENDMENTS TO MOLINE ELECTRICAL CODE - GENERAL.

* * * * *

(e) **Section 344.10 Uses Permitted.**

Delete entire section and replace with:

“Section 344.10 Uses Permitted. Type NM and Type NMC cable, minimum size #12 copper or equivalent, shall be permitted to be used in one-family, two-family, multi-family, motel, hotel, assisted care living facility, including type III, IV and type V construction. All service and sub-feeds shall be installed in raceway.

For the purpose of this article, the first floor of a building shall be that floor which is designed for human habitation and which has fifty (50) percent or more of its perimeter with or above finished grade of the exterior wall line.

Exception: One-family and two-family dwellings not exceeding three (3) stories in height may utilize #12 NM or NMC cable or larger without race-ways for sub-feeds.”

* * * * *

Section 4 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3041-2015
Sponsor: _____

AN ORDINANCE

LEVYING a Special AD VALOREM TAX within the City of Moline, Illinois, Special Service Area #5, of the City of Moline, Illinois.

WHEREAS, on November 15, 2005, the City Council adopted Special Ordinance No. 4068-2005 establishing Special Service Area #5 (Bass Street Landing); and

WHEREAS, as provided by the Special Service Area Act, the services for a Special Service Area are to be provided through a levy of an annual property tax not to exceed the amount necessary to produce a maximum annual tax of \$250,000; and

WHEREAS, for 2015, a levy of \$145,335 is required to fund the City's fiscal year 2016 budget.

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

Section 1 - Findings. The City Council of the City of Moline, Illinois (the "City"), finds and declares as follows:

(a) Pursuant to the provisions of the 1970 Constitution of the State of Illinois (the "Constitution"), the City of Moline, Illinois, is authorized to create special service areas in and for the City.

(b) Special Service Areas are established by home rule units pursuant to Section 6(1) of Article VII of the Constitution, which provides:

"The General Assembly may not deny or limit the power of home Rule units...(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services; and, are established pursuant to the provision of the Special Service Area Tax Law of the State of Illinois, 35 ILCS 200/27-5 et seq., as amended (the "Law"), and pursuant to the Property Tax Code of the State of Illinois, 35 ILCS 200/1-1, as amended."

(c) At its regular meeting on November 15, 2005, the City Council adopted Special Ordinance No. 4068-2005 establishing Special Service Area #5.

(d) The Special Service Area #5 will benefit from the municipal services to be provided including, without limitation: engineering, soil testing and appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots,

sidewalks, bike paths and related street improvements; and, equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, cul-de-sac creation and maintenance, public right-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, provision of amenities, (collectively, the "Services).

(e) As provided in the Special Service Area Act, the Services are to be provided through the levy of a direct annual ad valorem tax (the "Taxes") upon all taxable property within the territory, the maximum of such taxes to be extended in any year for special services within the proposed special service area shall not exceed the amount necessary to produce a maximum annual tax levy of \$250,000.

(f) The establishment of the Special Service Area #5 in the City for the purpose of providing the Services within the Territory, and the levy of the Taxes for the purposes described in subsection (d) was considered at a public hearing held on December 6, 2005, by the City Council of the City.

(g) Notice of the hearing was given by publication on November 20, 2005, not less than 15 days prior to the public hearing in the Dispatch, a newspaper qualified to carry legal notices, published in the City of Moline, Illinois, and having a general circulation within the City.

(h) Mailed notice of the hearing was given by depositing the notice in the United States first class mail, postage prepaid, not less than 10 days prior to the time set for the hearing addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Territory; and, in those cases where taxes for the last preceding year were not paid, the notice was sent to the person or persons last listed on the tax rolls prior to that year as the owner or owners of the property.

(i) The hearing notice complied with all of the applicable requirements of the Special Service Area Act.

(j) No petition objecting to the establishment of the Special Service Area #5 or the levying of the Taxes, signed by at least 51% of the electors residing within the Territory and by at least 51% of the owners of record of the land included within the boundaries of the Territory, was filed with the City Clerk during the Petition Period.

(k) The City has satisfied all of the requirements of the Special Service Area Act that are conditions to the establishment of the Special Service Area #5 and the levy of the Taxes.

Section 2 - Levy of Tax. For the purpose of providing the Services within the Special Service Area #5 during the fiscal year of the City ending on December 31, 2016, pursuant to the Special Service Area Act, there is levied a special ad valorem tax (the "Tax") against all of the taxable property in the Special Service Area #5 subject to taxation for the fiscal year ending on December 31, 2015, necessary to produce the sum of \$145,335. The Tax shall be in addition to all other taxes provided by law and shall be extended in the manner provided by the Property Tax Code, 35 ILCS 200/1-1 et seq.

Section 3 - Filing for Record with County Clerk; Deadline for Filing. As required by Section 27-75 of the Special Service Area Act, the Finance Director is directed to file for record a certified copy of this Ordinance with the County Clerk of the County of Rock Island, Illinois, promptly following its adoption and approval and in any case not later than the last Tuesday of December, 2015.

Section 4 - Ratification of Proceedings. The City Council ratifies, confirms and approves (i) the public notice of the public hearings that were given by publication and by mail as described in Section 1 of this Ordinance, and (ii) all proceedings in connection with the establishment of Special Service Area #5 and the levy of the Taxes.

Section 5 - Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision will not affect any of the other provisions of this Ordinance.

Section 6 - Supercede and Effective Date. All ordinances, resolutions and orders, or parts of ordinances, resolutions and orders, in conflict with this Ordinance are repealed and this Ordinance shall be in full force and effect from and after its adoption and approval as provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3042-2015
Sponsor: _____

AN ORDINANCE

LEVYING A Special AD VALOREM TAX within the City of Moline, Illinois, Special Service Area #6, of the City of Moline, Illinois.

WHEREAS, on July 15, 2008, the City Council adopted Special Ordinance No. 4034-2008 establishing Special Service Area #6; and

WHEREAS, as provided by the Special Service Area Act, the services for a Special Service Area are to be provided through a levy of an annual property tax; and

WHEREAS, for 2015, a levy of \$257,225 is required to fund the City's fiscal year 2016 budget.

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

Section 1 - Findings. The City Council of the City of Moline, Illinois (the "City"), finds and declares as follows:

(a) Pursuant to the provisions of the 1970 Constitution of the State of Illinois (the "Constitution"), the City of Moline, Illinois, is authorized to create special service areas in and for the City.

(b) Special Service Areas are established by home rule units pursuant to Section 6(1) of Article VII of the Constitution, which provides:

"The General Assembly may not deny or limit the power of home Rule units...(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services; and, are established pursuant to the provision of the Special Service Area Tax Law of the State of Illinois, 35 ILCS 200/27-5 et seq., as amended (the "Law"), and pursuant to the Property Tax Code of the State of Illinois, 35 ILCS 200/1-1, as amended."

(c) At its regular meeting on July 15, 2008, the City Council adopted Special Ordinance No. 4034-2008 establishing a Special Service Area #6.

(d) The Special Service Area #6 will benefit from the municipal services to be provided including, without limitation: engineering, soil testing and appurtenant work, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, parking lots,

sidewalks, bike paths and related street improvements; and, equipment and materials necessary for the maintenance thereof, landscaping, tree installation, vegetation maintenance and control, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs, snow removal, cul-de-sac creation and maintenance, public right-of-way creation and maintenance, public property maintenance to a higher standard than throughout the City generally, provision of amenities, (collectively, the "Services).

(e) As provided in the Special Service Area Act, the Services are to be provided through the levy of a direct annual ad valorem tax (the "Taxes") upon all taxable property within the territory.

(f) The establishment of the Special Service Area #6 in the City for the purpose of providing the Services within the Territory, and the levy of the Taxes for the purposes described in subsection (d) was considered at a public hearing held on April 15, 2008, by the City Council of the City.

(g) Notice of the hearing was given by publication on March 30, 2008, not less than 15 days prior to the public hearing in the Dispatch, a newspaper qualified to carry legal notices, published in the City of Moline, Illinois, and having a general circulation within the City.

(h) Mailed notice of the hearing was given by depositing the notice in the United States first class mail, postage prepaid, not less than 10 days prior to the time set for the hearing addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Territory; and, in those cases where taxes for the last preceding year were not paid, the notice was sent to the person or persons last listed on the tax rolls prior to that year as the owner or owners of the property.

(i) The hearing notice complied with all of the applicable requirements of the Special Service Area Act.

(j) No petition objecting to the establishment of the Special Service Area #6 or the levying of the Taxes, signed by at least 51% of the electors residing within the Territory and by at least 51% of the owners of record of the land included within the boundaries of the Territory, was filed with the City Clerk during the Petition Period.

(k) The City has satisfied all of the requirements of the Special Service Area Act that are conditions to the establishment of the Special Service Area #6 and the levy of the Taxes.

Section 2 - Levy of Tax. For the purpose of providing the Services within Special Service Area #6 during the fiscal year of the City ending on December 31, 2016, pursuant to the Special Service Area Act, there is levied a special ad valorem tax (the "Tax") against all of the taxable property in Special Service Area #6 subject to taxation

for the fiscal year ending on December 31, 2015, necessary to produce the sum of \$257,225. The Tax shall be in addition to all other taxes provided by law and shall be extended in the manner provided by the Property Tax Code, 35 ILCS 200/1-1 et seq.

Section 3 - Filing for Record with County Clerk; Deadline for Filing. As required by Section 27-75 of the Special Service Area Act, the Finance Director is directed to file for record a certified copy of this Ordinance with the County Clerk of the County of Rock Island, Illinois, promptly following its adoption and approval and in any case not later than the last Tuesday of December, 2015.

Section 4 - Ratification of Proceedings. The City Council ratifies, confirms and approves (i) the public notice of the public hearing that was given by publication and by mail as described in Section 1 of this Ordinance, and (ii) all proceedings in connection with the establishment of Special Service Area #6 and the levy of the Taxes.

Section 5 - Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision will not affect any of the other provisions of this Ordinance.

Section 6 - Supercede and Effective Date. All ordinances, resolutions and orders, or parts of ordinances, resolutions and orders, in conflict with this Ordinance are repealed and this Ordinance shall be in full force and effect from and after its adoption and approval as provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AN ORDINANCE

LEVYING and assessing taxes for the City of Moline, Illinois, for the tax levy year 2015 collectible in the year 2016, and enacting an ordinance relating to the same subject matter.

WHEREAS, the City of Moline levies an annual tax on all real property located within the City to be collected the following year and utilized as a revenue source for the City's budget; and

WHEREAS, this ordinance sets forth the City's tax levy for 2015, collectible in 2016.

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

Section 1 – That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Fourteen Million, Eight Hundred and One Thousand Four Hundred Seventy Dollars and no cents (\$14,801,470).

Section 2 – That this Council hereby determines that the amount of money estimated to be necessary to be raised by taxation upon the taxable property within the City of Moline, Illinois, for general corporate and special municipal purposes is \$14,801,470, and the levy for general corporate fund purposes and levies for separate special fund purposes are set forth and designated as follows:

Police Pension Fund	\$3,542,595
Fire Pension Fund	\$3,488,751
Illinois Municipal Retirement Fund	\$1,667,785
Social Security Fund	\$ 701,994
Park Fund	\$2,671,000
Library Fund	<u>\$2,729,345</u>
Total Tax Levy	\$14,801,470

Section 3 – That the estimated amount determined to be necessary to be levied in Section 1 above is one hundred percent (100.8%) of the amount of property taxes extended upon the tax levy of the preceding year.

Section 4 – That the total amount of Fourteen Million, Eight Hundred and One Thousand Four Hundred Seventy Dollars and no cents (\$14,801,470) ascertained above be and is hereby levied and assessed on all property subject to taxation within the City of Moline, Illinois, according to the value of said property as assessed and equalized for State and County purposes for the current fiscal year.

Section 5 – That this levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code, 65 ILCS 5/8-3-1 et seq., and Chapter 2, Sec. 2-2304 of the Moline Code of Ordinances; provided, however, that any tax rate limitation of substantive limitation as to tax levies in the Illinois Municipal Code in conflict with this ordinance shall not be applicable to the ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.

Section 6 – That the City’s Finance Director is hereby directed to file with the Rock Island County Clerk on or before the time required by law a certified copy of this ordinance duly certified by the Moline City Clerk.

Section 7 – 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 4048 -2015

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Lighting on the Commons scheduled for Saturday, November 21, 2015.

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

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

Saturday, November 21, 2015, from 10:00 a.m. to 8:00 p.m.

15th Street from the southernmost side of River Drive to the northernmost side of 4th Avenue.

It shall be an offense to use said roadways for vehicular purposes during the times herein specified.

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