

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, March 22, 2016

Presentation

Moline Centre Master Plan Presentation. (Jeff Anderson, City Planner)

Questions on the Agenda

Agenda Items

- 1. Change to Rules of Fire & Police Commission** (Alison Fleming, Human Resources Manager)
- 2. Autumn Trails Development Agreement** (Ray Forsythe, Planning & Development Director)
- 3. Sale of Real Estate** (Ray Forsythe, Planning & Development Director)
- 4. Pavement Patching Program** (Scott Hinton, City Engineer)
- 5. Resolution for Improvement** (Scott Hinton, City Engineer)
- 6. 1-74 Streetscaping** (Scott Hinton, City Engineer)
- 7. Other**
- 8. Public Comment**

Explanation

1. **A Resolution considering all Rules and Regulations adopted by the Board of Fire and Police Commissioners (Board) concerning “Chapter IV – Promotions – Police” and “Chapter VII – Promotions – Fire;” and approving same as an exercise of the City’s home rule powers.**
(Alison Fleming, Human Resources Manager)

Explanation: The Board of Fire and Police Commissioners reviewed changes to its Rules and Regulations at a special meeting. Said changes will result in a more efficient and cost effective assessment center process. Additional documentation attached. This item will also appear on the City Council Agenda on March 22, 2016 under “Items Not on Consent.”

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Newspaper Publication
Goals Impacted: A Great Place to Live

2. **A Special Ordinance authorizing the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and KAS Company, Inc. for the “Autumn Trails” project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.** (Ray Forsythe, Planning & Development Director)

Explanation: KAS Company, Inc. seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property consisting of the following properties: (08)9429, 220 12th Avenue; (08)9430, 224 12th Avenue; (08)9431, 230 12th Avenue; (08)9432, 234 12th Avenue; (08)9433, 238 12th Avenue; (08)9434, 244 12th Avenue; (08)9435, 247 12th Avenue; (08)9436, 243 12th Avenue; (08)9437, 239 12th Avenue; (08)9438, 235 12th Avenue; (08)9439, 231 12th Avenue; (08)9446, 280 12th Avenue; (08)9445, (Lot 33); and Outlots A, B and C, inclusive, known as the Autumn Trails. The Project will consist of Developer seeking a clear title to the property, paying all delinquent property taxes, completing the reconstruction, rehab, repair of the two unoccupied units, and completing the development which contains nine additional units. The City wishes to support the redevelopment by granting certain incentives to include TIF. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; A Great Place to Live

3. **A Special Ordinance authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 600 8th Street, Moline, known as One Moline Place Phase III/Hawk Hollow to B. M. Bagby, Inc.** (Ray Forsythe, Planning & Development Director)

Explanation: The City acquired the property at 600 8th Street, Moline, known as One Moline Place Phase III/Hawk Hollow, as part of the One Moline Place Development and by way of Community Development Block Grant Funds has completed infrastructure on the property for development. The City issued a Request for Proposals to recruit a developer to complete this Phase of the Development and B. M. Bagby, Inc. (Purchaser) has agreed to purchase the property from the City for \$108,000 pursuant to the terms of an Agreement for Sale of Real Estate and agrees to construct five (5) multi-unit, two-story townhouse buildings over the next five (5) years. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: +\$108,000 Account No: 244-0000-392.20-22
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; A Great Place to Live

4. **A Resolution authorizing the Mayor and City Clerk to execute a contract with Walter D. Laud, Inc. for Motor Fuel Tax Section 16-00000-00-GM, 2016 Pavement Patching Program, in the amount of \$1,307,193.75.** (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on March 15, 2016, for MFT Section 16-00000-00-GM with the following results:

\$1,307,193.75	Walter D. Laud, Inc.
\$1,358,780.00	Centennial Contractors of the Quad Cities, Inc.
\$1,615,765.00	Valley Construction Company

Walter D. Laud, Inc. submitted the lowest responsible and responsive bid. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
MFT	\$900,000.00	\$900,000.00	220-9846-436.08-10
Water	\$230,000.00	\$263,815.75	310-1716-434.04-25
WPC	\$125,000.00	\$145,000.00	320-1840-433.04-25
Storm			
	\$1,255,000.00	\$1,307,193.75	

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

5. **A Resolution authorizing approval of a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax Section 16-00000-00-GM, 2016 Pavement Patching Program.** (Scott Hinton, City Engineer)

Explanation: A Resolution for Improvement is necessary to use Motor Fuel Tax funds for the City of Moline's Pavement Patching Program in various locations. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: \$900,000.00 is budgeted in account #220-9846-436.08-10

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

6. **A Resolution authorizing approval of a Memorandum of Understanding with the Illinois Department of Transportation Related to the Proposed Streetscaping on the I-74 Bridge Project.** (Scott Hinton, City Engineer)

Explanation: At the City of Moline's request, the plans for the proposed I-74 Bridge project will include landscaping and other aesthetic improvements intended to soften the appearance of an interstate highway system through the downtown area. Since most of the decorative improvements will be under the new bridge where there is lack of sufficient sunlight to promote vegetative growth, most of the improvements will include colored, decorative aggregates which require minimal maintenance. This Memorandum of Understanding confirms that the City of Moline will retain maintenance responsibilities for the landscaping elements. This responsibility will be further defined as part of a future Joint Agreement with the Illinois Department of Transportation related to Moline's responsibilities in to the I-74 Bridge project. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: There is no Fiscal Impact at this time. Funds will be required in the future for maintenance and/or replacement as needed.

Public Notice/Recording: N/A

Goals Impacted: Upgrade City Infrastructure & Facilities

EXHIBIT A

CHAPTER IV - PROMOTIONS - POLICE

* * * *

- (c) Promotion to the Rank of Captain.

Promotion to the rank of Captain will consist of an assessment center and oral interview.

1. The assessment center may consist of at least three (3) ~~and up to five (5)~~ individuals trained in the assessment center technique to conduct the assessment of the Captain applicants. These individuals may be selected from area departments, other area emergency service agencies, other local agencies or community groups, or other providers of assessment centers. No more than one (1) assessor from any one department will participate in the assessment process.

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CHAPTER VII - PROMOTIONS - FIRE

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Section 3. TYPES OF EXAMINATIONS

- (a) The promotional process for the ranks of Lieutenant and Captain shall be conducted in accordance with the labor agreement.
- (b) The promotional process for the rank of Battalion Chief or the rank of Deputy Chief will consist of an assessment center and oral interview. Testing will be conducted at the time a vacancy is to be filled.

1. The assessment center may consist of at least three (3) ~~and up to six (6)~~ individuals trained in the assessment center technique to conduct the assessment of the applicants for promotion to the rank of Battalion Chief or the rank of Deputy Chief. No more than one (1) assessor from any one department will participate in the assessment process. Maximum score is 100%. Applicants not receiving a score of at least 70% on the assessment shall not continue in the promotional process.

* * * *

- (d) Promotional appointment from the register shall be as follows:

Ranks of Lieutenant and Captain: In accordance with the labor agreement.

Rank of Battalion Chief or Deputy Chief: Following a review of the past three (3) annual performance evaluations, the Chief shall make a recommendation to the Board from the top three (3) candidates on the Battalion Chief or Deputy Chief eligibility register.

- (e) The Board may elect to provide for a new examination for the rank of Battalion Chief or Deputy Chief before a Register has expired.

* * * *

DEVELOPMENT AGREEMENT
Between the
CITY OF MOLINE
and
KAS COMPANY, INC.

This Development Agreement made and entered into on this _____ day of _____, 2016 (“Effective Date”), by and between the City of Moline, an Illinois municipal corporation (“City”), and **KAS COMPANY, INC.**, an Iowa corporation, duly registered to do business in the State of Illinois (“Developer”), and collectively the “Parties.”

WITNESSETH:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City’s Tax Incremental Financing (“TIF”) District #4 Autumn Trails enacted pursuant to the Illinois Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act”); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) consisting of the following properties, (08)9429, 220 12th Avenue; (08)9430, 224 12th Avenue; (08)9431, 230 12th Avenue; (08)9432, 234 12th Avenue; (08)9433, 238 12th Avenue; (08)9434, 244 12th Avenue; (08)9435, 247 12th Avenue; (08)9436, 243 12th Avenue; (08)9437, 239 12th Avenue; (08)9438, 235 12th Avenue; (08)9439, 231 12th Avenue; (08)9446, 280 12th Avenue; (08)9445, (Lot 33); and Outlots A, B and C, inclusive, which shall be known as Autumn Trails; and

WHEREAS, the Redevelopment Project shall consist of the following elements, namely:

- i. Proof of Title. The Developer, in a separate agreement with Midwest One Bank, will negotiate the acquisition of the interest in the property and diligently seek clear title to the Property.
- ii. The Developer shall pay all Rock Island County Delinquent real estate taxes, through the date that Developer acquires clear title to the Property, which shall qualify as part of the cost of acquisition of the Property.
- iii. The Developer shall complete the reconstruction, rehabilitation and repair of the existing private building, containing the two (2) unoccupied units at 220 and 224 12th Avenue, and list them for sale or facilitate a private sale, within two (2) years from the date Developer obtains clear title to the Property.
- iv. The Developer shall act as the General Contractor for the completion of the balance of the units. It is anticipated that a minimum of one (1) unit per year beginning in a period of twelve (12) months, or one (1) year, after Developer obtains clear title to the Property, during 2017, and continuing each subsequent year until all proposed units are constructed and listed for sale or sold.

- v. The Developer has indicated that the lots located at 231, 235, 239, 243 and 247 12th Avenue may be amended into four (4) lots and two (2) duplex buildings will be constructed for a total of four (4) units and listed for sale or sold, or may be developed as a five (5) unit building.
- vi. The Developer indicates that lots 230 and 234 12th Avenue as well as 238 and 244 12th Avenue will contain two (2) duplex buildings for a total of four (4) units which will be completed and listed for sale or sold.
- vii. The Developer indicates that a new single family residence will be built at 280 12th Avenue or, in the alternative, Developer may sell the land to the owner of the adjoining residence.
- viii. The Developer agrees to follow all City of Moline Codes and Ordinances related to the development of the project and that the covenants and restrictions recorded with the original subdivision and development shall be adhered to.
- ix. The Developer retains the option to sell any lot to a contractor for the development of the lot, in the event his health would require, which must be completed in accordance with the covenants, the time schedule set forth in this agreement, and all other terms of this agreement, and subject to the terms of Section VIII, Assignment, herein.

The foregoing elements shall hereinafter be collectively referred to as the "Redevelopment Project," as depicted in Exhibit A, unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as the following properties, (08)9429, 220 12th Avenue; (08)9430, 224 12th Avenue; (08)9431, 230 12th Avenue; (08)9432, 234 12th Avenue; (08)9433, 238 12th Avenue; (08)9434, 244 12th Avenue; (08)9435, 247 12th Avenue; (08)9436, 243 12th Avenue; (08)9437, 239 12th Avenue; (08)9438, 235 12th Avenue; (08)9439, 231 12th Avenue; (08)9446, 280 12th Avenue; (08)9445, (Lot 33), and Outlots A, B and C, inclusive, which is more particularly described in Exhibit B, "Legal Description," attached hereto and incorporated herein by this reference thereto ("Property"); and

WHEREAS, it is necessary for the successful completion of the Redevelopment Project that the City enter into this Development Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand employment opportunities and create commercial enterprises and residential development in the City; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Agreement in accordance with the Development Timetable contained in Exhibit C, attached hereto and incorporated by reference herein:

- A. Creation of a Tax Increment Financing District. The City of Moline adopted Council Bill/General Ordinance No. 3061-2005 on September 27, 2005, which provided for the creation of a new TIF District for the Bethany Property Redevelopment Project Area. The City created the TIF district to provide for the reimbursement of eligible expenses from the Redevelopment Project (and possibly future phases) incurred by a developer of the site.
- B. Maximum TIF Payment. The City's total payment to Developer paid from the net incremental annual real estate tax generated by the Redevelopment Project under this section shall not extend beyond December 31, 2028, which is the expiration date of the TIF district.

The estimated total project cost for all phases of the Redevelopment Project is Two Million Two Hundred Sixty Seven Thousand Dollars (\$2,267,000). Fifteen percent (15%) of the total project cost equals Three Hundred Forty Thousand Fifty Dollars (\$340,050). In no event shall the maximum total assistance to Developer from the City ever exceed Three Hundred Forty Thousand Fifty Dollars (\$340,050) distributed from the property tax rebate. The following shall be reimbursed immediately, subject to the availability of increment generated from within the TIF referenced in Paragraph I(A), and subject to the following conditions:

1. Reimbursement of \$100,000.00 or the total negotiated amount of the Interest in the Midwest One Bank Note/Mortgage for the subject property,

and other cost associated with property acquisition payable from the TIF #4 Redevelopment Fund under the following conditions:

- a. The City will reimburse the Developer for the amount equal to the total negotiated price of One Hundred Thousand Dollars (\$100,000.00), for the Interest in the Note/Mortgage with Midwest One Bank for all of the properties described in Exhibit B, on the following schedule: 1) The payment of Fifty Thousand Dollars (\$50,000.00) once the Development Agreement is approved and proof that assignment of the notes and mortgages have been secured from the bank; 2) The payment of Twenty Five Thousand Dollars (\$25,000.00) once proof that the mortgage foreclosure has been initiated; and 3) The payment of Twenty Five Thousand Dollars (\$25,000.00) once the Title to the Property has been secured, by order of court, in the mortgage foreclosure suit to be filed by Developer.
- b. The City will reimburse the Developer for the payment of outstanding nuisance abatement fees once they have been paid to the City of Moline;
- c. The City will reimburse the Developer for the Rock Island County Delinquent property taxes once they have been paid, within twenty one (21) days after Developer has presented its written request for reimbursement to the City, with the County Collector's property tax receipt attached; and for any property taxes accrued and which are a lien on the parcels, up until the Developer attains clear title to the subject lots.
- d. The City will reimburse the Developer for the costs of the reconstruction, rehabilitation, and repair of the existing private building containing unoccupied units at 220 and 224 12th Avenue, as a "Redevelopment Project Cost," as authorized under 65 ILCS 5/11-74.4-3(q)(3).
- e. The City will reimburse the Developer for legal fees and expenses, and all other eligible expenses of the Developer.
- f. All reimbursements made by the City to the Developer, shall be made within thirty (30) days of the Developer presenting its request for reimbursement, with paid invoices to the City being attached, subject to the availability of funds within the TIF increment account, and final approval by the City finding that said reimbursement is in accordance with this Agreement, and the Tax Increment Allocation Redevelopment Act.

In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%). Therefore, the total incremental annual real estate taxes due to Developer shall not exceed 15% of the total

Redevelopment Project cost or Three Hundred Forty Thousand Fifty Dollars (\$340,050), whichever is less (“Maximum TIF Payment”).

C. Payment of Net Incremental Real Estate Taxes.

The City shall pay the net incremental annual real estate tax as it becomes available to reimburse Developer for eligible expenses. It is estimated that the TIF District will generate approximately \$190,000 in 2016, which would be enough to cover reimbursement of the items in B.1. If there is not sufficient increment generated for reimbursement for these costs in 2016, the increment will be paid as soon as it is generated and available.

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

D. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible costs (see Exhibit D) incurred or incidental to the Project.

E. Final Payment. Upon final payment to reach the Maximum TIF Payment or upon expiration of the TIF district, the City’s obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.

F. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.

G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.

H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.

I. No Other Incentives. The City agrees to rebate a percentage of the tax increment generated from the Redevelopment Project and use the remaining TIF funds to offset the existing deficit in the TIF District and, therefore, the City will offer no other incentives or contributions to the Developer or other developers of the Property as long as this Agreement is in effect.

- J. Enterprise Zone Benefits. City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. City will cooperate and assist Developer in its application for all Enterprise Zone benefits, if any, but City does not warrant or assure or guarantee that any such benefits will be available to Developer.

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

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws. The Redevelopment Project shall be completed in accordance with the Development Timetable as set forth in Exhibit C.

- B. Project Elements. Developer agrees to complete the following Redevelopment Project elements in accordance with the Development Timetable depicted in Exhibit C:
 - i. Proof of Title. The Developer, in a separate agreement with MidWestOne Bank, will negotiate the acquisition of the interest in the property and diligently seek clear title to the property.
 - ii. The Developer shall pay all Rock Island County Delinquent real estate taxes, through the date that Developer acquires clear title to the Property, which shall qualify as part of the cost of acquisition of the Property.

- iii. The Developer shall complete the reconstruction, rehabilitation and repair of the two (2) unoccupied units at 220 and 224 12th Avenue and list them for sale or facilitate a private sale.
- iv. The Developer shall act as the General Contractor for the completion of the balance of the units. It is anticipated that a minimum of one (1) unit per year beginning in a period of twelve (12) months, or one (1) year, after Developer obtains clear title to the Property, and continuing each subsequent year until all proposed units are constructed and listed for sale or sold.
- v. The Developer has indicated that the lots located at 231, 235, 239, 243 and 247 12th Avenue may be amended into four (4) lots and two (2) duplex buildings will be constructed for a total of four (4) units and listed for sale or sold, or may be developed as a five (5) unit building.
- vi. The Developer indicates that lots 230 and 234 12th Avenue as well as 238 and 244 12th Avenue will contain 2 duplex buildings for a total of 4 units which will be completed and listed for sale or sold.
- vii. The Developer indicates that a new single family home will be built at 280 12th Avenue or, in the alternative, Developer may sell the land to the owner of the adjoining residence on 08-190-1.
- viii. The Developer agrees to follow all City of Moline Codes and Ordinances.
- ix. The Developer retains the option to sell any lot to a contractor for the development of the lot, in the event his health would require, which must be completed in accordance with the covenants, the time schedule set forth in this agreement, and all other terms of this agreement, and subject to the terms of Section VIII, Assignment, herein.

C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment 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 shall have approved all building plans submitted and agrees to follow all requirements of the City Code.

D. Assessed Valuation. Because the Redevelopment Project is to be done in Phases, there will be no minimum equalized assessed value.

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

A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual project cost incurred.

IV. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible “redevelopment project costs” pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

V. WARRANTIES OF THE DEVELOPER.

A. The Developer represents and warrants to the City that the Developer is an Iowa corporation, authorized to do business in the State of Illinois, and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its shareholders agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

VI. DEVELOPER’S INDEMNIFICATION.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney’s fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Agreement by the Developer, or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer’s contractor). The Developer shall, at the Developer’s sole cost and expense, appear, defend and pay all charges, attorneys’ fees of attorney(s) mutually agreed upon by the City and Developer, costs and other expenses arising therefrom or incurred in connection therewith. If any

judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

VII. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between the Developer and the City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the parties hereto or a memorandum thereof and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded as set forth below, and may be modified only by written amendment signed by the Developer and the City, which amendment shall become effective upon recording by either party in the Recorder's Office in Rock Island County, Illinois.

VIII. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld).

Notwithstanding the foregoing, the Developer may without City's consent, assign this Agreement to any Related Entity or Successor (as such terms are defined below).

"Related Entity" means any corporation or other business entity which controls, is controlled by or is under common control with the Developer. For purposes of the preceding sentence, "control" means either (i) ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question, or (ii) the power to direct the management and policies of such entity.

"Successor" means an entity resulting from a merger, consolidation, reorganization or recapitalization of or with the Developer.

For the purposes of this section, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Two Million Dollars (\$2,000,000.00). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

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

X. NOTICE OF DEFAULT.

In the event either party is in default hereunder (the “Defaulting Party”), the other party (the “Non-Defaulting Party”) shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

XI. REMEDIES UPON DEFAULT.

A. If, in the City’s judgment, the Developer is in default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer’s part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer 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. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer’s debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer’s property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City’s termination of this Agreement under this Section XI.B., the City’s sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City 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. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

XII. NON-DISCRIMINATION.

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

XIII. NOTICES.

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

TO CITY: City Administrator and City Clerk
619 16th Street
Moline, IL 61265

WITH A COPY TO: City Attorney
619 16th Street
Moline, IL 61265

TO DEVELOPER: KAS Company, Inc.
633 Main Street
POB 325
Mediapolis, IA 52637

WITH A COPY TO: William T. Phares
4500 Kennedy Drive
East Moline, IL 61244

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

XIV. COUNTERPARTS.

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

XV. HEADINGS.

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

XVI. APPLICABLE LAW.

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

XVII. SEVERABILITY.

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

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

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

XIX. ASSURANCE OF FURTHER ACTION.

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

XX. DELAYED EXECUTION.

After this Agreement is approved by the Moline City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10) from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

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

XXII. TERMINATION.

This Agreement shall automatically terminate once the Maximum TIF Payment has been reached or by December 31, 2028, whichever occurs first.

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

THE CITY OF MOLINE, ILLINOIS

KAS COMPANY, INC., an Iowa corporation

DATED: _____

DATED: _____

By: _____
Scott Raes, Mayor

By: _____
Daniel J. Weber, President

Attest: _____
Tracy Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY KORANDA** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

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

On this _____ day of _____, 2016, before me, a Notary Public in and for said County and State aforesaid, personally appeared **DANIEL J. WEBER**, to me personally known, who being by me duly sworn (or affirmed) did say that he is President of **KAS COMPANY, INC.**, and that said instrument was signed on behalf of the Corporation; and, as such President, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

(seal)

NOTARY PUBLIC

EXHIBIT A
PLAT OF PROJECT
See Attached Page

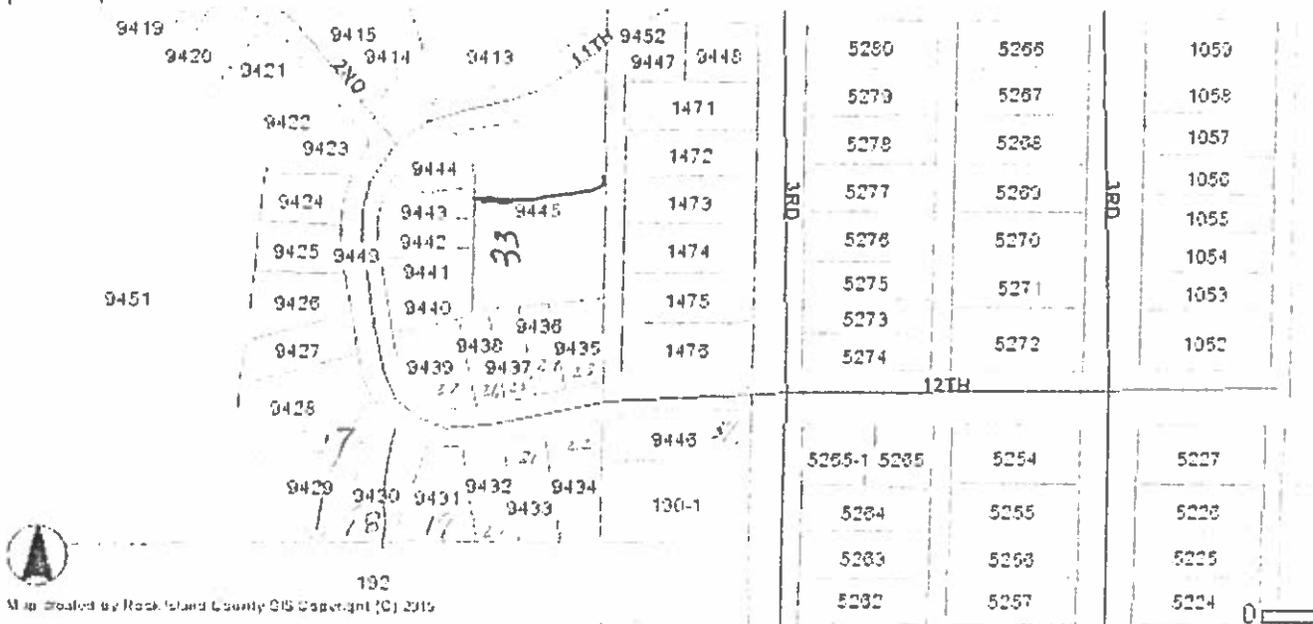


EXHIBIT
A

DM

EXHIBIT B

LEGAL DESCRIPTION

Lots 17-27, inclusive, Lots 33 and 34, and Outlots A through C, inclusive, of Autumn Trails Addition to the City of Moline, situated in Rock Island County, Illinois; according to the plat thereof recorded August 29, 2005, in Plat Book 47, Page 383, as Document No. 2005-21884.

EXHIBIT C
DEVELOPMENT TIMETABLE

- i. Proof of Title. The Developer, in a separate agreement with Midwest One Bank, will negotiate the acquisition of the interest in the property and diligently seek clear title to the Property.
 - ii. The Developer shall bring all Rock Island Delinquent taxes current as of December 31, 2015. It is estimated that the balance as of November 23, 2015 is \$29,035.52.
 - iii. The Developer shall complete the reconstruction, rehabilitation and repair of the existing private building, containing the two (2) unoccupied units at 220 and 224 12th Avenue, and list them for sale or facilitate a private sale, within two (2) years from the date Developer obtains clear title to the Property.
 - iv. The Developer shall act as the General Contractor for the completion of the balance of the units. It is anticipated that a minimum of one (1) unit per year beginning in a period of twelve (12) months, or one (1) year, after Developer obtains clear title to the Property, during 2017, and continuing each subsequent year until all proposed units are constructed and listed for sale or sold.
 - v. The Developer has indicated that the lots located at 231, 235, 239, 243 and 247 12th Avenue may be amended into four (4) lots and two (2) duplex buildings will be constructed for a total of four (4) units and listed for sale or sold, or may be developed as a five (5) unit building.
 - vi. The Developer indicates that lots 230 and 234 12th Avenue as well as 238 and 244 12th Avenue will contain two (2) duplex buildings for a total of four (4) units which will be completed and listed for sale or sold.
 - vii. The Developer indicates that a new single family residence will be built at 280 12th Avenue or, in the alternative, Developer may sell the land to the owner of the adjoining residence.
 - viii. The Developer agrees to follow all City of Moline Codes and Ordinances related to the development of the project and that the covenants and restrictions recorded with the original subdivision and development shall be adhered to.
 - ix. The Developer retains the option to sell any lot to a contractor for the development of the lot, in the event his health would require, which must be completed in accordance with the covenants, the time schedule set forth in this agreement, and all other terms of this agreement, and subject to the terms of Section VIII, Assignment, herein.

EXHIBIT D

REDEVELOPMENT COSTS

Costs as Permitted Pursuant to Section 5/11-74.4-3(q) of the Act:

- Acquisition and other Property Assembly Costs

- Development Services Design and Engineering Services

- Legal/Appraisal

- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation

- Reconstruction, rehabilitation, repair or remodeling

- And other items permitted by the Act

- Public Improvements, including sidewalks and driveway approaches to sidewalks, for all residences constructed or reconstructed.

CHURCHILL & CHURCHILL, P.C.
Attorneys at Law
1610 Fifth Avenue Moline, Illinois

AGREEMENT FOR SALE AND DEVELOPMENT OF REAL ESTATE

THIS IS A LEGAL AND BINDING PURCHASE CONTRACT
WHEN EXECUTED BY ALL PARTIES

B. M. Bagby, Inc.
Purchaser

City of Moline
Seller

Address: 4113 4th Street
East Moline, IL

Address: 619 16th Street
Moline, IL

THIS AGREEMENT IS DATED:

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate commonly known as:

600 block of 8th Street, Moline, IL

and legally described as:

Lot 1 Hawk Hollow Addition, approximately
2.299 acres (mol), in the City of Moline,
part of tax parcel no. Moline 9348

situated in the County of Rock Island and State of Illinois (the "Property"); for the total sum of **One hundred eight thousand and no/100 Dollars (\$108,000.00)**, plus a right of reverter requiring Purchaser to construct improvements as set forth in the Improvements section below, to be paid as follows:

<u>\$ 1,000.00</u>	EARNEST MONEY , which shall be held and receipt of which is hereby acknowledged by Churchill & Churchill, P.C., attorneys for Purchaser in escrow for the benefit of the parties hereto.
<u>\$ 7,000.00</u>	ADDITIONAL CASH DOWN PAYMENT , which shall be paid at the time of closing.
<u>\$ 100,000.00</u>	BALANCE , to be financed by Seller according to the terms and conditions contained in the Seller Financing Rider which is attached hereto and made a part hereof.

The deadline to complete construction is December 31, 2021. Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment to this Agreement signed by both parties.

EVIDENCE OF
TITLE

Within a reasonable time, Seller shall deliver the following to Purchaser as evidence of Seller's title: a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the premises are located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Purchaser for the amount of the purchase price.

If title evidence discloses exceptions other than those permitted under the rules for examination for abstracts of title adopted by the Rock Island County Bar Association, Purchaser or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Purchaser shall have the option to terminate this agreement in which case Purchaser shall be entitled to refund of the earnest money. Furnishing a title insurance commitment insuring over an exception shall constitute a cure of such exception.

CONVEYANCE
OF TITLE AND
DOCUMENTS OF
SALE

At closing Seller shall deliver a warranty deed to Purchaser, or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens. All parties agree to comply with the provisions of the Real Estate Settlement Procedures Act of 1974 (RESPA).

POSSESSION
AND CLOSING

POSSESSION ON CLOSING:

Seller shall deliver possession of the premises to Purchaser concurrently with the closing of this transaction which shall be held on or about April 30, 2016. Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until April 27, 2016, to allow Seller's City Council to consider and approve this Agreement at its April 26, 2016 City Council meeting.

If Seller shall fail for any reason whatsoever to vacate said premises on closing, the Purchaser shall in addition to all other remedies have the

right to commence any legal action or proceeding to evict and remove the Seller from the premises with Seller hereby agreeing to reimburse Purchaser for all reasonable attorney fees and expenses incurred by the Purchaser in the enforcement of his rights under this agreement.

PRORATIONS
AND ADJUST-
MENTS

The following items shall be prorated at closing as of the date of delivery of possession:

Prorations:

(a) Real estate taxes, based on the most recent tax information available, which, in the absence of fraud, shall be final;

(b) Other income and operation expenses, if any.

Adjustments:

Utility charges shall be adjusted by the parties by appropriate meter readings at or about the time of delivery and surrender of possession.

ASSESSMENTS

Special assessments for improvements, which have been confirmed prior to the date of closing, shall be paid by Seller. Seller acknowledges that prior to the execution of this agreement Seller has no knowledge of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the property to be sold herein. There will be no tap on fees for municipal services to the property charged to the Purchaser.

DEFAULT

If Purchaser fails to make any payment or to perform any obligation imposed upon him by this agreement, Seller may serve written notice of default upon Purchaser and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of any listing agreement, may accept the earnest money and any additional down payment as damages or may pursue any available legal remedy including reverter as set forth in the Special Covenants and Restriction section of this Agreement and specific performance. In the event Seller fails to perform any obligation imposed upon him by this agreement, Purchaser may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, earnest money and any additional down payment deposit shall be refunded to Purchaser without prejudicing the Purchaser's right to any available legal remedy including specific performance. In the event of default the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of default.

CASUALTY
CLAUSE

This agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate insurance, on the above premises until title has passed to Purchaser or possession is delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage upon taking title to or possession of the above premises, whichever occurs first.

EXPENSES
OF TRANSFER

Seller shall pay:
(a) Cost of Seller's owner's title policy;
(b) Revenue stamps and recording of any releases;
Purchaser shall pay:
(a) Recording fee for deed and mortgage;
(b) Cost of Purchaser's mortgage title insurance policy as required by mortgagee, if any.
Each party shall be responsible for his own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Purchaser's financing, and such charges shall be paid by Purchaser.

DEVELOPMENTAL
IMPROVEMENTS

All developmental improvements, i.e. storm sewer, water, sanitary sewer, streets, lighting, sidewalks, retaining wall on the north and west property lines, and detention basin shall be installed and paid for by the Seller at no charge or expense to the Purchaser. All public improvements in the right of way, including, but not limited to, the lighting, streets, and utilities, except for stormwater features including bioswale and pipe, shall be maintained by the City. Sidewalks, while public improvements, are to be maintained by the adjacent private property owner pursuant to the Moline Code of Ordinances. The detention basin, retaining walls and all other improvements on private property shall be owned and maintained by the Purchaser

IMPROVEMENTS

Purchaser will construct five (5) multi-unit two story townhouse buildings over the next five (5) years as reflected in the drawings attached hereto as Exhibit "A," which have been approved for construction by the City of Moline. Seller agrees to not withhold the issuance of permits for this construction as and when requested by Purchaser as long as Purchaser has met all requirements for obtaining permits. See attached Seller Financing Rider for further details.

The overall development of the Property will consist of the construction of city utilities, a city road and sidewalk, grading, construction of five (5) multi-unit two story townhouse buildings, and landscaping, resulting in land disturbance greater than one acre. As such, a National Pollutant Discharge Elimination System (NPDES) Permit from the Illinois Environmental Protection Agency (IEPA) is required prior to land disturbance and will remain in effect until final stabilization of the entire site unless a notice of termination is accepted by the IEPA prior to completion of the entire project.

Seller has performed the initial stage of development, which included utility work, grading, right of way improvements, and storm water best management practices (BMPs). Upon conveyance of the Property to Purchaser, Purchaser shall be responsible for construction of the structures, driveways, finishing grading, and final landscaping. Since this development includes work by Seller and Purchaser, Seller will be designated as the responsible party on the Notice of Intent submitted to the (IEPA), and subsequently will be named as responsible party on the NPDES Permit obtained by the IEPA as long as the permit is in effect.

For one year following conveyance of the Property to Purchaser, Purchaser will be responsible for all erosion and sediment control measures associated with construction of the first building in the residential phase, will sign and adhere to the SWPPP as a subcontractor, and will be responsible for following the stormwater pollution protection plan (SWPPP) and protecting all BMPs installed by the Seller in that area as depicted in Exhibit "B," attached hereto and incorporated herein by reference, which consists of the footprint of the building foundation and a fifty foot (50') radius around the footprint. Purchaser shall remedy any failures of erosion and sediment control in the area depicted on Exhibit B within seven (7) days of an occurrence or prior to the next rain event and shall be responsible to the Seller for any fines resulting from failing to comply with such SWPPP requirements or failure to remedy any such failures of erosion and sediment controls in the area.

For one year following conveyance of the Property to Purchaser, Seller will be responsible for all

erosion and sediment control measures associated with the remainder of the Property and shall remedy any failures thereof and shall be responsible for any fines resulting from failing to comply with such SWPPP requirements or failure to remedy any such failures of erosion and sediment controls in the area.

The Purchaser will also be responsible for all subcontractors hired during the residential construction phase of the project. BMPs harmed during the construction of the residential structures, finish grading, driveway construction, and final landscaping will be repaired at the Purchaser's expense and to the construction standards specified in the plans. Purchaser agrees to comply with all IEPA requirements as well as the City of Moline Ordinances that apply to the project. Failure to comply with City ordinances may result in prosecution of said ordinance violations.

Within one year of conveyance of the Property, Seller shall televise the stormwater lines and, at that time, provide written confirmation to Purchaser detailing the inspection that occurred, the results of the inspection and any remedial action taken and confirming in writing that the inspected storm water lines are in satisfactory condition. If any problems are noticed by Seller, Seller will correct any problems that are under warranty by the Seller's contractor.

Upon completion of the first building in the project and upon 70% density stabilization of the site, Seller shall in good faith apply for a notice of termination of the NPDES permit with the IEPA. Seller makes no assurances or representations that such notice will be accepted by the IEPA. If the notice of termination is accepted, then the requirements hereunder pertaining to the NPDES permit shall cease. If the notice of termination is not accepted, Purchaser shall accept all further responsibility and liability for all erosion and sediment control measures, for adherence to the SWPPP as a subcontractor, and for following the stormwater pollution protection plan (SWPPP) and protecting all BMPs installed by the Purchaser and the Seller.

SPECIAL
RESTRICTIONS
AND COVENANTS

Purchaser further acknowledges and agrees that Purchaser's failure to make the payments as set forth in the attached Seller Financing Rider and improve the Property as reflected in the attached drawings and in accordance with the NPDES Permit for the Property will result in reverter of any portion of the Property where construction has not begun, not including the detention basin, by the deadline of December 31, 2021, without further action by or notice from the Seller, and Purchaser will voluntarily relinquish all interests in any of the Property where construction has not begun, not including the detention basin, to the Seller.

Any payments for the sale contemplated herein already made at such time of reverter shall be retained by the Seller as consideration for this agreement. Such reverter may necessitate a subdivision of the Property to separate out completed or partially constructed units from the remaining vacant lots, which cost shall be borne by the Purchaser. In the event any of the Property reverts to Seller, Purchaser's obligations, responsibilities and liabilities for erosion and sediment control measures are terminated and revert back to Seller.

MERGER

The Special Restrictions and Covenants and Right of Reverter contained in this Agreement shall remain in effect and shall not merge with the deed.

TIF

Any funds derived from any Tax Increment Financing District involving the subject real estate shall be paid to the Seller. Purchaser will receive no net incremental annual real state tax pursuant to this agreement of any TIF payments applicable to the subject real estate.

ESCROW

This agreement will be closed through an escrow with the Purchaser's attorney, mortgage lender or agent acting as escrow agent, in accordance with the general custom of the community and in conformity with this agreement. The funds held in escrow shall be paid out upon recording of the instrument.

ELECTRONIC
TRANSMISSION

Any agreement transmitted electronically shall be treated in all manner and respects as an original document. The signature of any party shall be considered an original signature and any such

electronic document shall be considered to have the same binding legal effect as an original document.

ENTIRE AGREEMENT

This agreement, including the following indicated preprinted riders:

SELLER FINANCING RIDER,

executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and on any riders attached hereto and made a part hereof and this agreement shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

LEGAL ASSISTANCE

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have the right to consult legal counsel before this agreement is signed.

ACCEPTANCE BY SELLER

Until accepted by Seller this document constitutes an offer by Purchaser on the terms stated above. This agreement must be accepted by Seller on or before April 27, 2016 at 5:00 p.m. If not so accepted the offer shall be void and earnest money returned to Purchaser.

SURVIVAL

The terms and provisions of this agreement shall survive closing.

This agreement has been read and executed on the dates beside our signatures.

Executed by Purchaser:

Executed by Seller:

B. M. Bagby, Inc.

City of Moline

Purchaser

Date

Seller

Date

SELLER FINANCING RIDER

This Rider is a supplement to and part of the Agreement for Sale of Real Estate dated _____, between the Seller, City of Moline and the Purchaser, B. M. Bagby, Inc., to which it is attached.

NOTE

The remaining funds due in the amount of \$100,000.00 shall be paid in the following manner:
Seller agrees to execute a note payable to the Seller, providing for payment of the sum of Twenty thousand and no/100 Dollars (\$20,000.00) each time a permit is pulled for the construction of one of the five required units to be built within the next five years, with all payments to be made, if not sooner paid, four years from the closing of this transaction. No interest is to be charged on the remaining funds due. Any construction financing obtained by Purchaser during the term of this note will be a first lien on the property and any interest of Seller by reason of this note will be subordinate to any such financing obligation.

Executed by Purchaser(s):

Executed by Seller(s):

Purchaser Date

Seller Date

Purchaser Date

Seller Date



PROPOSAL SUBMITTED BY		
Walter D. Laud, Inc.		
Contractor's Name		
821 South 2 nd Avenue		88
Street		P.O. Box
East Moline	IL	61244
City	State	Zip Code

STATE OF ILLINOIS

COUNTY Rock Island
City of Moline
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE 2016 Pavement Patching Program
 SECTION NO. 16-00000-00-GM
 TYPES OF FUNDS MFT

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation

Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County Rock Island
Local Public Agency City of Moline
Section Number 16-00000-00-GM
Route Pavement Patching

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
Month and Year
between the City of Moline
acting by and through its City Council known as the party of the first part, and
Walter D. Laud, Inc. his/their executors, administrators, successors or assigns,
known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 16-00000-00-GM, in Moline, Illinois, approved by the Illinois Department of Transportation on _____, are essential documents of this
Date
contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ Clerk The City of Moline
By _____
Party of the First Part

(Seal) _____
(If a Corporation)
Corporate Name _____
By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part
(If an individual)

Party of the Second Part

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: March 15, 2016 11:00 a.m.

Project: MFT 16-00000-00-GM - 2016 Pavement Patching Program

**Centennial Contractors of the
Quad Cities, Inc. Valley Construction Company**

Walter D. Laud, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Walter D. Laud, Inc.		Centennial Contractors of the Quad Cities, Inc.		Valley Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CLASS B PATCH, TYPE I	120	SQ YD	\$150.00	\$18,000.00	\$135.00	\$16,200.00	\$145.00	\$17,400.00
2	CLASS B PATCH, TYPE II	1700	SQ YD	\$111.00	\$188,700.00	\$100.00	\$170,000.00	\$115.00	\$195,500.00
3	CLASS B PATCH, TYPE III	1000	SQ YD	\$104.00	\$104,000.00	\$90.00	\$90,000.00	\$107.50	\$107,500.00
4	CLASS B PATCH, TYPE IV	10000	SQ YD	\$69.00	\$690,000.00	\$75.00	\$750,000.00	\$85.00	\$850,000.00
5	CLASS B PATCH, TYPE I, W/HMA	25	SQ YD	\$100.00	\$2,500.00	\$140.00	\$3,500.00	\$150.00	\$3,750.00
6	CLASS B PATCH, TYPE II, W/HMA	100	SQ YD	\$110.00	\$11,000.00	\$105.00	\$10,500.00	\$140.00	\$14,000.00
7	CLASS B PATCH, TYPE III, W/HMA	100	SQ YD	\$110.00	\$11,000.00	\$100.00	\$10,000.00	\$120.00	\$12,000.00
8	CLASS B PATCH, TYPE IV, W/HMA	400	SQ YD	\$78.00	\$31,200.00	\$85.00	\$34,000.00	\$99.00	\$39,600.00
9	BRICK PAVEMENT PATCHING	500	SQ YD	\$80.00	\$40,000.00	\$80.00	\$40,000.00	\$115.00	\$57,500.00
10	SUPPLY NEW PAVERS	2500	EACH	\$0.01	\$25.00	\$0.50	\$1,250.00	\$0.50	\$1,250.00
11	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	750	SQ YD	\$1.00	\$750.00	\$1.00	\$750.00	\$1.25	\$937.50
12	AGGREGATE BASE COURSE, TY B, 6"	7000	SQ YD	\$10.00	\$70,000.00	\$7.00	\$49,000.00	\$10.25	\$71,750.00
13	AGGREGATE BASE COURSE, TY C, 6"	700	SQ YD	\$5.00	\$3,500.00	\$8.00	\$5,600.00	\$11.75	\$8,225.00
14	RR-1 AGGREGATE	50	CU YD	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00
15	BARRIER CURB	60	FOOT	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$35.75	\$2,145.00
16	EPOXY COATED, DEFORMED BARS, 1/2"X18"	200	EACH	\$0.01	\$2.00	\$1.00	\$200.00	\$3.00	\$600.00
17	EPOXY COATED, DEFORMED BARS, 3/4"X18"	9000	EACH	\$0.10	\$900.00	\$2.00	\$18,000.00	\$4.00	\$36,000.00
18	EPOXY COATED BARS, 1"X18"	225	EACH	\$2.00	\$450.00	\$4.00	\$900.00	\$4.00	\$900.00
19	EPOXY COATED BARS, 1-1/4"X18"	75	EACH	\$0.01	\$0.75	\$4.00	\$300.00	\$5.00	\$375.00
20	EPOXY COATED BARS, 1-1/2"X18"	120	EACH	\$8.00	\$960.00	\$4.00	\$480.00	\$6.00	\$720.00
21	5 HOUR PCC	200	SQ YD	\$15.00	\$3,000.00	\$9.00	\$1,800.00	\$5.00	\$1,000.00
22	PCC DRIVEWAY REMOVAL AND REPLACEMENT	200	SQ YD	\$65.00	\$13,000.00	\$54.00	\$10,800.00	\$65.00	\$13,000.00
23	PCC SIDEWALK 4" REMOVAL AND REPLACEMENT	5000	SQ FT	\$5.00	\$25,000.00	\$5.50	\$27,500.00	\$7.00	\$35,000.00
24	INLET TO BE ADJUSTED	30	EACH	\$100.00	\$3,000.00	\$250.00	\$7,500.00	\$555.00	\$16,650.00
25	MANHOLE TO BE ADJUSTED	30	EACH	\$200.00	\$6,000.00	\$250.00	\$7,500.00	\$500.00	\$15,000.00
26	MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID	30	EACH	\$300.00	\$9,000.00	\$550.00	\$16,500.00	\$605.00	\$18,150.00
27	CATCH BASIN TO BE ADJUSTED WITH NEW FRAME AND GRATE	10	EACH	\$400.00	\$4,000.00	\$550.00	\$5,500.00	\$825.00	\$8,250.00
28	CURB REMOVAL	150	FOOT	\$10.00	\$1,500.00	\$10.00	\$1,500.00	\$20.00	\$3,000.00
29	CONCRETE CURB & GUTTER REMOVAL AND REPLACE	150	FOOT	\$40.00	\$6,000.00	\$31.00	\$4,650.00	\$36.75	\$5,512.50

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

30	INLET REMOVAL	6	EACH	\$1.00	\$6.00	\$50.00	\$300.00	\$250.00	\$1,500.00
31	CATCH BASIN SINGLE	2	EACH	\$1,300.00	\$2,600.00	\$1,500.00	\$3,000.00	\$2,450.00	\$4,900.00
32	CATCH BASIN DOUBLE	2	EACH	\$700.00	\$1,400.00	\$2,000.00	\$4,000.00	\$3,100.00	\$6,200.00
33	DETECTABLE WARNINGS	150	SQ FT	\$20.00	\$3,000.00	\$30.00	\$4,500.00	\$45.00	\$6,750.00
34	HMA PATCH 3"	400	SQ YD	\$40.00	\$16,000.00	\$45.00	\$18,000.00	\$47.50	\$19,000.00
35	COLORED AND STAMPED PCC PAVEMENT 9"	200	SQ YD	\$70.00	\$14,000.00	\$120.00	\$24,000.00	\$125.00	\$25,000.00
36	COLORED AND STAMPED PCC SIDEWALK 4"	200	SQ FT	\$7.00	\$1,400.00	\$15.00	\$3,000.00	\$13.50	\$2,700.00
37	PCC SIDEWALK RAMP, 6"	1500	SQ FT	\$13.50	\$20,250.00	\$10.00	\$15,000.00	\$8.50	\$12,750.00
	TOTAL				\$1,305,193.75		\$1,358,780.00		\$1,615,765.00



BE IT RESOLVED, by the City Council of the
City _____ of Moline Illinois
City, Town or Village
Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Various			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of PCC concrete and HMA asphalt pavement patching at various
locations within Moline. Work may include ADA compliant sidewalk ramps at some locations where appropriate.

_____ and shall be constructed _____ wide
and be designated as Section 16-00000-00 GM

2. That there is hereby appropriated the (additional Yes No) sum of nine hundred thousand
_____ Dollars (\$900,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by contract _____ ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

<p>Approved _____</p> <p>Date _____</p> <p>Department of Transportation</p> <p>Regional Engineer _____</p>	<p>I, <u>Tracy Kornada</u> Clerk in and for the <u>City</u> of <u>Moline</u> City, Town or Village County of <u>Rock Island</u> , hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the <u>City Council</u> Council or President and Board of Trustees at a meeting on _____ Date _____ IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ (SEAL) _____ City, Town, or Village Clerk</p>
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Illinois Department of Transportation

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

PROGRAM DEVELOPMENT

Project Support –Memorandum of Understanding
FAI 74(I-74)
Rock Island County
Contract 64C08
Agreement No. MU-2-16-025

March 2, 2016

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

Dear Mayor Raes:

This Memorandum of Understanding is to outline the maintenance responsibilities of the proposed Urban Park area to be located within Moline, Illinois, in conjunction with the future I-74 corridor project. The Illinois Department of Transportation supports the determination of the City of Moline to pursue completion of landscape improvements to the "Phase I" extent as discussed at the October 2014 and subsequent I-74 Advisory Council meetings. The scope of work includes landscaping design and final construction documents, as well as construction of "hardscape" elements (decorative rock treatments and edging), minimal softscape including seeding, storm water treatment, and connections to the proposed stormwater management system.

Upon final field inspection of the improvements to be constructed with this project, the City of Moline agrees to the maintenance responsibilities related to the Urban Park area. Items include but are not limited to, mowing, reseeding, pruning, weeding, watering, care for or replacement of all plants, shrubs, trees, rock elements, mulch of all kinds, and storm sewers related to the City of Moline's collection system. At a future date a joint agreement will be established for other items the City of Moline will be responsible for in conjunction with the I-74 project.

The City of Moline agrees that all covenants contained in previous agreements, Memorandums of Understanding or Letters of Understanding relating to city owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the city limits, shall remain unchanged. However, a future joint agreement will readdress maintenance responsibilities for the I-74 corridor.

Honorable Scott Raes
MU-2-16-025
March 2, 2016
Page Two

This Memorandum of Understanding (MU-2-16-025) shall be binding upon the parties hereto, their successors and assigns. Your acceptance of this Memorandum of Understanding shall be considered as your approval of the terms contained herein. Three original counterparts of this Memorandum of Understanding have been prepared and contain my original signature. Please sign all three original counterparts and return two to this office. The other copy may be retained for your files.

If you should have any questions, please contact Mr. Brian Mayer, Project Support Engineer at (815) 284-5353.

Sincerely,

A handwritten signature in black ink that reads "Paul A. Loete" followed by a stylized flourish.

Paul A. Loete, P.E.
Region Two Engineer

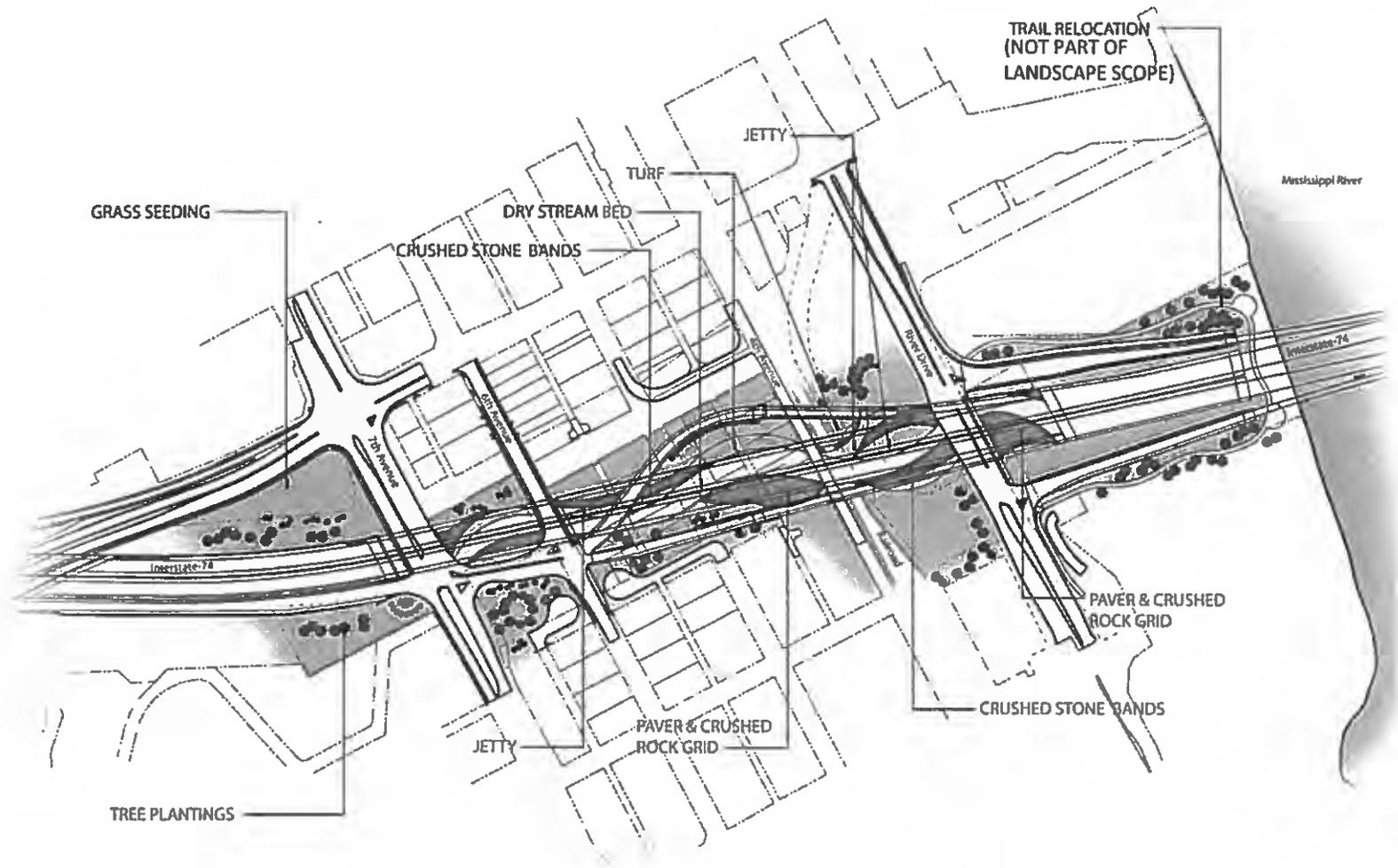
CITY OF MOLINE

Scott Raes, Mayor

Date

DV/fd
c: Scott Hinton, Moline City Engineer

Moline –Landscaping Phase 1~ \$700,000



MOLINE - LANDSCAPING PHASE 1

CONCEPTUAL URBAN PARK PLAN
OCTOBER 22 2014

SHIVEHATTERY
ARCHITECTURE • ENGINEERING

