



MOLINE CITY COUNCIL AGENDA

Tuesday, February 28, 2012

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

ROLL CALL

CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of February 21, 2012.

RESOLUTIONS

1. Council Bill/Resolution 1140-2012

A Resolution authorizing the Mayor and City Clerk to execute a Pre-funding Agreement between the City of Moline, Illinois and Quad City Chamber of Commerce, Inc. concerning the proposed establishment of a redevelopment project area and adoption of tax increment financing in regards to South Park Mall.

EXPLANATION: The Quad City Chamber of Commerce, Inc. is interested in assisting with the facilitation of the redevelopment of SouthPark Mall and the properties adjacent to SouthPark Mall. The property is generally located in an area fronting on and including the area south of 36th Avenue, north of North Shore Drive, east of the parcels fronting on 16th Street and west of the parcels fronting on 27th Street and those parcels located on property commonly described as SouthPark Mall. The Quad City Chamber of Commerce will pay \$35,000.00 to be deposited by the City into an account to be identified as the "SouthPark Mall TIF Account." These funds shall be drawn upon by the City for payment of all reasonable or necessary costs incurred by the City to complete the TIF process.

FISCAL IMPACT: Quad City Chamber will submit \$35,000.00 to be deposited into the "SouthPark Mall TIF Account"

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Resolution 1141-2012

A Resolution authorizing the Mayor and City Clerk to execute a contract with Peterson Parking Lot Striping, Inc. for Project #1154, 2012 Joint Pavement Marking Program, in the amount of \$154,516.25.

EXPLANATION: Annually, Moline enters into a joint pavement marking contract with Rock Island and East Moline. Bids were received and publicly read on February 14, 2012, with Peterson Parking Lot Striping, Inc.

submitting the lowest responsive and responsible bid of \$291,657.50 for Moline, East Moline and Rock Island. The City's portion of the low bid is \$154,516.25.

FISCAL IMPACT: \$100,000.00 is budgeted in Utility Tax, Contractual Repairs.

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Resolution 1142-2012

A Resolution authorizing the Mayor and City Clerk to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project #1143, 2012 Residential Reconstruction Program, in the amount of \$648,943.50.

EXPLANATION: Bids were opened and publicly read on February 14, 2012, with Centennial Contractors of the Quad Cities, Inc. submitting the lowest responsive and responsible bid.

FISCAL IMPACT: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	615,000.00	577,818.50	510-9965-438.08-10
Water	1,000.00	900.00	310-1716-434.04-25
WPC	5,500.00	6,250.00	320-1835-433.08-30
Storm	102,500.00	63,975.00	330-1971-433.08-35
	724,000.00	648,943.50	

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1143-2012

A Resolution authorizing the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating for Project #1157, 16th Street Watermain Replacement in the amount of \$111,307.75.

EXPLANATION: Bids were opened and publicly read on February 14, 2012, with Miller Trucking & Excavating submitting the lowest responsive and responsible bid.

FISCAL IMPACT: Funds are not budgeted for this work in the 2012 budget, however, Water funds are available. Staff presented this project to the Committee-of-the-Whole at the January 17, 2012, meeting at which time the Committee approved moving forward with the project.

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1144-2012

A Resolution authorizing the Mayor and City Clerk to execute an Agreement with Quality Controlled Staffing, Inc. for temporary and seasonal staffing services beginning March 1, 2012 through February 28, 2015.

EXPLANATION: A request for proposals was published, and Quality Controlled Staffing, Inc. provided the proposal that was most advantageous to the City and in the City's best interest. The agreed upon and mutually beneficial agreement fulfills all temporary and seasonal staffing needs of City departments and also contains the insurance and liability coverage requested. The contract will be effective March 1, 2012 and run for three years with an option to extend at the end of the third year.

FISCAL IMPACT: Budgeted in various line items.

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

SECOND READING ORDINANCES

OMNIBUS VOTE		
Council Member	Aye	Nay
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

6. Council Bill/Special Ordinance 4006-2012

An Ordinance authorizing the issuance of General Obligation Bonds of 2012 of the City of Moline, Illinois.

EXPLANATION: Due to favorable interest rates in the current market and upcoming call dates on various bonds, it has been determined to be in the best interest of the City to borrow funds to refinance various bond issues and issue bonds to repay the temporary financing (line of credit) due to the extension of TIF #2.

FISCAL IMPACT: At current market interest rates, estimated gross savings are \$1,771,700.

PUBLIC NOTICE/RECORD REQUIRED: Yes, County Clerk

CB 4006		
Council Member	Aye	Nay
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

RESOLUTIONS

7. Council Bill/Resolution 1145-2012

A approving a Memorandum of Understanding Related to the Cost Sharing of Aesthetic and Local Utility Improvements included in the I-74 Bridge Replacement Project.

EXPLANATION: Several years ago, Council agreed in principle that a bike path with an overlook area, decorative lighting, and various other aesthetic improvements should be included in the new I-74 bridge corridor and that the City of Moline would participate in funding the additional cost of adding these improvements. Former Mayor Stan Leach served as Chairman of a committee of local leaders who worked with a consultant to recommend various aesthetic improvements which are now included as part of the corridor design. Design work has progressed to the point where the estimated construction cost for the aesthetic improvements are now known and the cost sharing can be formalized in a Memorandum of Understanding. Moline’s portion of the estimated \$38,410,000 aesthetic improvements is \$2,082,000, or roughly 5.4% of the total. All of the above work will be included in the bridge replacement projects and Moline will be invoiced for the actual cost of the work after the work is complete.

FISCAL IMPACT: The cost for this work is currently estimated to be \$2,082,000.00. The actual cost will not be known until the work is completed in the future. Funds are not currently budgeted for this work, but can be budgeted in future years. Potential funding sources include Federal/State grants and earmarks, Motor Fuel Tax funds, and local capital improvement funding.

PUBLIC NOTICE/RECORDING: N/A

CB 1145		
Council Member	Aye	Nay
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

8. Council Bill/Resolution 1146-2012

A Resolution authorizing the Mayor and City Clerk to execute a Development Agreement between the City of Moline and Berglund Flats, LLC to facilitate the rehabilitation of property located at 1317-1321 5th Avenue, Moline, IL.

EXPLANATION: The City wishes to enter into a development agreement with Berglund Flats, LLC (“Developer”) to facilitate in Developer’s rehabilitation of property located at 1317-1321 5th Avenue, Moline. The project will include the Developer’s purchase of the property’s building and land and rehabilitation of the property to include commercial space and 28 lofts apartments; it will be located in the TIF #1 District. The total project cost is approximately \$2,500,000. The Developer has requested a property tax rebate from the net incremental real estate taxes to make the project financially feasible. The City’s total payment from the net increment shall not exceed 15% of the total project costs and shall not extend beyond the TIF district’s expiration date of December 31, 2021.

CB 1146		
Council Member	Aye	Nay
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

FISCAL IMPACT: Increased property and sales taxes

PUBLIC NOTICE/RECORDING: N/A

9. Council Bill/Resolution 1147-2012

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 United Automobile Aerospace and Agricultural Implement Workers of America (UAW), Local 2282, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2012-December 31, 2016; and authorizing the Mayor and City Clerk to execute an agreement incorporating said changes with the United Automobile Aerospace and Agricultural Implement Workers of America (UAW), Local 2282, 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 the United Automobile Aerospace and Agricultural Implement Workers of America (UAW), Local 2282, have agreed to certain proposed changes to the immediately prior contract language as set forth on the attachment marked Exhibit “A.” The Library Board has approved said changes and UAW, Local 2282 has ratified said changes. 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 agreement for the contract term January 1, 2012-December 31, 2016, incorporating the changes.

CB 1147		
Council Member	Aye	Nay
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

FISCAL IMPACT:

PUBLIC NOTICE/RECORDING: N/A

10. Council Bill/Resolution 1148-2012

A Resolution authorizing the Mayor and City Clerk to execute a revised Pre-funding Agreement between the City of Moline, Illinois and Genesis Health Systems and Frauenshuh HealthCare Real Estate Solutions of Minneapolis, Minnesota concerning the proposed redevelopment project area and redevelopment project located at 41st Street south of 26th Avenue and east of 36th Street (Genesis Medical Park).

EXPLANATION: On January 10, 2012 City Council approved a Pre-Funding Agreement with Genesis Health System. The attorney for Genesis Health System has requested a change in the language in Section 2.B.(2) to read as follows: “that the maximum amount of reimbursement of Project Costs shall be limited to the percentage of the total costs (*in lieu of public infrastructure costs*) associated with the Redevelopment Project as mutually agreed upon by the City and the developer, plus the amount expended from the Genesis Medical Park TIF Account.” This change is requested so as not to limit Genesis’ potential incentives and is the standard language used by the City in pre-funding agreements.

CB 1148		
Council Member	Aye	Nay
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

FISCAL IMPACT: The Developer will provide \$40,000.

PUBLIC NOTICE/RECORDING: N/A

FIRST READING ORDINANCES

11. Council Bill/General Ordinance 3009-2012

An Ordinance amending Chapter 3, “ADVERTISING AND SIGNS,” of the Moline Code of Ordinances.

EXPLANATION: This ordinance will update the City’s sign code with relation to digital/dynamic signs as recommended by the Plan Commission. The amendment will allow more frequent message changes, will retain current limitations on animated displays, and will create new standards for placement, size, quantity, and illumination. Regulations for minimum dwell time and animation will apply to all dynamic display signs,

including pre-existing digital signs that are programmable. The amendment also includes allowances for conversion of certain existing billboards from static to 100% digital displays.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Notice to affected businesses via letter and community via press release and City website.

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

Members of the public are permitted to speak after first stating their name and address.

EXECUTIVE SESSION

City Council and Committee Meetings Schedule February 27-March 2, 2012

(dates and times are subject to change with notification)

The next regularly scheduled City Council meeting will be March 2, 2012.

COMMITTEE	DAY	DATE	TIME	LOCATION
Moline Housing Authority	Monday	February 27	5:30 p.m.	Moline Housing Authority Board Room 4141-11 th Avenue A
Library Board-Executive Committee	Tuesday	February 28	Cancelled	Cancelled
Committee-of-the-Whole with City Council immediately following	Tuesday	February 28	6:30 p.m.	City Hall Council Chambers-2 nd Floor 619-16 th Street

Any person with disabilities who wishes to attend the meeting who requires a special accommodation in attending the meeting, should notify the City Administrator's Office, 524-2003, at least 24 hours prior to the scheduled meeting.

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Pre-funding Agreement between the City of Moline, Illinois and Quad City Chamber of Commerce, Inc. concerning the proposed establishment of a redevelopment project area and adoption of tax increment financing in regards to South Park Mall.

WHEREAS, the City of Moline (the "City") is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1, et. seq. ("the TIF Act"), to finance redevelopment project costs in connection with the proposed redevelopment project area located at 41st Street south of 26th Avenue; and

WHEREAS, the Quad City Chamber of Commerce, Inc. is interested in assisting with the facilitation of the redevelopment of South Park Mall and the properties adjacent to South Park Mall; and

WHEREAS, the Quad City Chamber of Commerce, Inc. has agreed to pay \$35,000.00 to be deposited by the City into an account to be identified as the "SouthPark Mall TIF Account"; and

WHEREAS, these funds will be drawn upon by the City for payment of all reasonable or necessary costs incurred related in pursuing the establishment of a redevelopment project area pursuant to the requirements of the TIF Act.

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 Pre-funding Agreement between the City of Moline, Illinois and Quad City Chamber of Commerce, Inc. concerning the proposed establishment of a redevelopment project area and adoption of tax increment financing in regards to South Park Mall; provided, however, that such Pre-funding Agreement is substantially similar in form to that attached hereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 28, 2012

Date

Passed: February 28, 2012

Approved: March 28, 2012

Attest: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

PRE-FUNDING AGREEMENT

BETWEEN THE CITY OF MOLINE, ILLINOIS AND QUAD CITY CHAMBER OF COMMERCE, INC.

This Agreement is entered into between the CITY OF MOLINE, Rock Island County, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (the “City”) and QUAD CITY CHAMBER OF COMMERCE, INC., a Delaware Corporation (the “Funder”) for the proposed establishment of a redevelopment project area and adoption of tax increment financing (“TIF”) with respect thereto.

RECITALS:

WHEREAS, the Funder is interested in assisting with the facilitation of the redevelopment of SouthPark Mall and the properties adjacent to SouthPark Mall; the property generally located in an area fronting on and including the area south of 36th Avenue, north of North Shore Drive, east of the parcels fronting on 16th Street and west of the parcels fronting on 27th Street and those parcels located on property commonly described as SouthPark Mall, located within the site (collectively, the “Subject Property”) as shown on Exhibit “A” attached hereto; and

WHEREAS, due to the extraordinary costs associated with redeveloping the Subject Property, the City acknowledges that the owners of the Subject Property (“Property Owners”) cannot proceed with the redevelopment absent financial assistance as may be provided for under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.*, (the “TIF Act”); and

WHEREAS, the City will incur certain expenses, including professional fees, legal fees, and related costs in pursuing the establishment of a redevelopment project area pursuant to the requirements of the TIF Act and the Funder is prepared to advance funds to the City to offset such City incurred expenses.

NOW, THEREFORE, in consideration of the premises and mutual covenants and findings contained in this Agreement, the City and Funder agree as follows:

Section 1. The Funder Agrees To:

- a. As soon as practical after the execution of this Agreement, the Funder shall pay to the City an amount of not less than thirty-five thousand dollars

(\$35,000.00) to be deposited by the City into an account to be identified as the "SouthPark Mall TIF Account." These funds shall be drawn upon by the City for payment of all reasonable or necessary costs incurred by the City to complete the TIF process, including those tasks outlined in Section 2.a. below and to prepare any redevelopment agreements between the City and the Property Owners with respect to the Subject Property. The use of these funds shall be limited to that which is permitted by the TIF Act under Section 11/74.4-3(q)(1). The City shall provide the Funder with reasonable supporting documentation evidencing such costs.

- b. Assist with the facilitation of the planning and design of one or more redevelopment projects, in compliance with the applicable codes and ordinances of the City, provided that said redevelopment project may be initiated after the City passes the TIF Ordinances.

Section 2. The City Agrees To:

- a. Upon receipt of the funds from the Funder, as provided for in Section 1.a. above, the City intends to diligently and in good faith proceed with the TIF process including conducting an eligibility/feasibility study, preparing a redevelopment plan, designating a redevelopment project area and adopting tax increment financing with respect to the Subject Property pursuant to the TIF Act. Should the cost of establishing the TIF exceed \$35,000.00, the City may use funds from other sources as deemed necessary.
- b. Reimburse the Funder, up to the amount dispersed from the SouthPark Mall TIF Account, once the TIF District is established, increment has been generated, and funds are available. The City shall reimburse the Funder from the first increment received by the City up to the actual amount spent on the items listed in Section 2.a. above.
- c. The City shall utilize good faith efforts to enter into redevelopment agreement(s) ("Redevelopment Agreement(s)") with the Property Owners, the terms and conditions thereof shall be acceptable to the City and Property Owners with input from the Funder. Any Redevelopment Agreement(s) shall include provisions that provide:
 - (1) Reimbursement to Funder. Acknowledge that the Funder expended funds to facilitate redevelopment and creation of the TIF District, and that the Funder shall be reimbursed for its actual costs incurred. Those costs include all reasonable or necessary costs incurred by the City, in connection with the redevelopment project(s), to complete the TIF process which are permitted by the TIF Act under Section 11/74.4-3(q)(1) and any such costs that are incidental to the redevelopment project(s) authorized under the TIF. The Funder shall receive the first increment received by the City up to the actual amount it expended.

- (2) Source of Reimbursement Funds. That the Funder shall be reimbursed for all costs expended from the “SouthPark Mall TIF Account” according to Section 2.a. above. The payment shall be from the incremental property tax generated solely by redevelopment project(s) that occur within the newly created SouthPark Mall TIF area and paid to the City’s TIF Account; the City shall remit to the Funder within thirty-days (30) after receipt of total annual payment into said City’s TIF Account from Rock Island County.
- (3) Final Payment. Upon final payment of the amount specified in Section 1.(a), above, and Section 3 and/or Section 4, below, the City’s obligations under this Agreement shall be paid and satisfied.
- (4) Interest. There shall be no interest charged to the City or due to the Funder pursuant to this Agreement at any time and no interest shall ever be paid to the Funder from the City pursuant to this Agreement.

Section 3. Release of Unexpended Funds: If after the City has passed the TIF Ordinances there remains a balance of unexpended funds in the SouthPark Mall TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, these funds shall be released and paid to the Funder within 60 days of passing said TIF Ordinances.

Section 4. Failure to Approve the TIF Ordinances: If the conclusion of the initial eligibility study indicates that the proposed redevelopment project area does not meet the definition of a “blighted area,” “conservation area” or a combination thereof, then the City shall notify the Funder in writing that the proposed redevelopment project area does not qualify and will terminate the TIF process. The City shall suspend all work related to the redevelopment plan and project, including notifying the professional firms and legal counsel retained by the City to assist with this redevelopment plan and project to suspend all work. The City will be allowed to expend funds from the SouthPark Mall TIF Account to pay all costs incurred to the date of such suspension. Any balance of unexpended funds in the SouthPark Mall TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, shall be released and paid to the Funder within sixty (60) days of termination.

Section 5. Notices: Any notice or other communication to be given to either party hereunder shall be delivered by any of the following methods: (i) by personal, hand delivery, in writing, (ii) by nationally recognized overnight courier for next day delivery, or (iii) by U.S. Certified Mail, return receipt requested, and addressed to the addresses set forth below. Any notice shall be deemed effectively given, if personally delivered, upon receipt thereof, and if by methods (ii) and (iii) upon the date of deposit therein. The address for notices shall be as follows:

If to Funder:
Quad City Chamber of Commerce
130 W. Second Street
Davenport, Iowa 52801
Attn: Tara Barney, Chief
Executive Officer

If to the City:
City of Moline
619 16th Street
Moline, Illinois 61265
Attn: City Administrator
and City Clerk

With a copy to:
Lane & Waterman, LLP
220 N. Main Street
Davenport, Iowa 52801
Attn: Peter Benson

With a copy to:
City of Moline
619 16th Street
Moline, Illinois 61265
Attn: City Attorney

With a copy to:
City of Moline
619 16th Street
Moline, Illinois 61265
Attn: Planning & Development
Director

Section 6. Enforcement: Either party herein may use any remedy provided at law or in equity to enforce compliance by and/or obtain relief or redress from the other party pursuant to the provisions of this Agreement. The election and/or use of any remedy at law or in equity shall not at any time prevent the use of any other remedy provided at law or in equity or the subsequent use of the same remedy, except as provided by law.

If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the party prevailing substantially on the merits in such action shall be entitled to recovery of all costs and expenses, including, without limitation, reasonable attorneys' fees, expert witness fees, consultant fees and litigation costs.

Section 7. Controlling State and Court: The City and Funder stipulate and agree that this Agreement shall be interpreted and applied pursuant to the laws of the State of Illinois. The City and Funder also stipulate and agree that the Circuit Court of the jurisdiction of Rock Island County, Illinois, shall be the sole and exclusive Court of jurisdiction and venue for any and all legal actions, in law or in equity, arising between the City and Funder pursuant to the provisions of the Agreement. Each party to this Agreement agrees and consents to being estopped and barred from using any other Court or alternative dispute resolution in any other jurisdiction or venue for such actions. In the event that either the City or Funder files any legal action, in law or in equity, in any other Court, jurisdiction, or venue, then the other party shall be entitled to recover all damages, expenses, reasonable attorney fees, and reasonable costs it incurs in defending against, responding to, and/or obtaining relief from such action in such Court.

- Section 8. Invalidity or Unenforceability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provisions to persons, other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- Section 9. Entire Agreement: This Agreement, including the Exhibits, constitutes the entire agreement between the City and Funder and supersedes all prior written and verbal agreements, promises, or understandings, if any, between the parties herein.
- Section 10. Warranty: Each individual executing this Agreement represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the entity for which said individual is executing on behalf of and that this Agreement is binding upon the entity for which said individual is executing on behalf of.
- Section 11. Exhibits: All exhibits attached hereto form a part of this Agreement and are incorporated herein.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed
this _____ day of _____, 2012.

CITY:

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

By: _____
Donald P. Welvaert, Mayor

ATTEST:

Tracy A. Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

FUNDER:

QUAD CITY CHAMBER OF COMMERCE, INC.,
a Delaware Corporation

By: _____

Exhibit A
Subject Property Description:

Council Bill/Resolution No.: 1141-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Peterson Parking Lot Striping, Inc. for Project #1154, 2012 Joint Pavement Marking, in the amount of \$154,516.25.

WHEREAS, annually Moline enters into a joint pavement marking contract with Rock Island and East Moline; and

WHEREAS, bids were publicly read on February 14, 2012; and

WHEREAS, bids were solicited with Peterson Parking Lot Striping, Inc. submitting the lowest responsible and responsive bid of \$291,657.50 for Moline, East Moline and Rock Island; and

WHEREAS, the City's portion of the low bid is \$154,516.25; and

WHEREAS, \$100,000.00 is budgeted in Utility Tax, Contractual Repairs.

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 Peterson Parking Lot Striping, Inc. for Project #1154, 2012 Joint Pavement Marking, in the amount of \$154,516.25; provided, however, that said contract is substantially similar in 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

February 23, 2012
Date

Passed: February 23, 2012

Approved: March 6, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2012, between **PETERSON PARKING LOT STRIPING, INC.** of **P.O. BOX 339, CARBON CLIFF, IL 61239**, 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 **ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIXTEEN AND 25/100 (\$154,516.25) 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 NO. 1154 – 2012 JOINT PAVEMENT MARKING PROGRAM** 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 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/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 **ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIXTEEN AND 25/100 (\$154,516.25) 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:

By: _____

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1142-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Centennial Contractors of the Quad Cities, Inc. for Project #1143, 2012 Residential Reconstruction Program, in the amount of \$648,943.50.

WHEREAS, bids were publicly read on February 14, 2012; and

WHEREAS, bids were solicited with Centennial Contractors of the Quad Cities, Inc. 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 Centennial Contractors of the Quad Cities, Inc. for Project #1143, 2012 Residential Reconstruction Program, in the amount of \$648,943.50; provided, however, that said contract is substantially similar in 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

February 28, 2012

Date

Passed: February 28, 2012

Approved: March 6, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2012, between **CENTENNIAL CONTRACTORS OF THE QUAD CITIES, INC.** of **1505 46TH AVENUE, MOLINE, IL 61265**, 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 **SIX HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED FORTY THREE AND 50/100 (\$648,943.50) 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 NO. 1143 – 2012 RESIDENTIAL RECONSTRUCT** 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 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/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 **SIX HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED FORTY THREE AND 50/100 (\$648,943.50) 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:

By: _____

CITY:

CITY OF MOLINE, ILLINOIS

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1143-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating for Project #1157, 16th Street Watermain Replacement in the amount of \$111,307.75.

WHEREAS, bids were publicly read on February 14, 2012; and

WHEREAS, bids were solicited with Miller Trucking & Excavating 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 Miller Trucking & Excavating for Project #1157, 16th Street Watermain Replacement in the amount of \$111,307.75; provided, however, that said contract is substantially similar in 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

February 28, 2012

Date

Passed: February 28, 2012

Approved: March 6, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2012, between **MILLER TRUCKING & EXCAVATING** of **3303 JOHN DEERE ROAD, SILVIS, IL 61282**, 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 **ONE HUNDRED ELEVEN THOUSAND THREE HUNDRED SEVEN AND 75/100 (\$111,307.75) 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 NO. 1157 – 16TH STREET WATER IMPROVEMENTS** 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 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/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 **ONE HUNDRED ELEVEN THOUSAND**

THREE HUNDRED SEVEN AND 75/100 (\$111,307.75) 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

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to enter into an agreement with Quality Controlled Staffing, Inc. for temporary and seasonal staffing services beginning March 1, 2012 through February 28, 2015.

WHEREAS, City staff published a request for proposals for the provision of temporary and seasonal staffing services; and

WHEREAS, Quality Controlled Staffing, Inc. of Bettendorf, Iowa, was the Bidder whose proposal was the most advantageous to the City and in the City's best interest.

WHEREAS, the agreed upon and mutually beneficial agreement fulfills all temporary and seasonal staffing needs of City departments and also contains the insurance and liability coverage requested.

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

That the Mayor and City Clerk are hereby authorized to execute an agreement with Quality Controlled Staffing, Inc. for temporary and seasonal staffing services beginning March 1, 2012 through February 28, 2015, with an option to extend at the end of the third year; provided, however, that said agreement is substantially similar in form and content to that referenced in Exhibit "A," attached hereto and incorporated herein by this reference hereto and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 28, 2012

Date

Passed: February 28, 2012

Approved: March 5, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

Exhibit A

Temporary Services Agreement

This Temporary Services Agreement (the "Agreement"), effective the 1st day of March, 2012, is entered into by and between City of Moline, an Illinois municipal corporation, with its principal place of business at 619 16th Street, Moline, IL 61265 ("City"), and Quality Controlled Staffing, Inc., an Iowa corporation, with offices at 2525 Kimberly Road, Suite 4, Bettendorf, IA 52722 ("Contractor").

1. SERVICES

- 1.1 Contractor agrees to provide temporary employee services by furnishing to City temporary service and seasonal workers ("Assigned Employees") with skills meeting the requirements specified by City. City agrees to pay for said services in accordance with this Agreement.
- 1.2 If an Assigned Employee fails to meet City's requirements for the services to be provided, and City notifies Contractor of its dissatisfaction during the first eight (8) hours of the assignment, Contractor shall immediately remove the employee from the assignment, and City shall not be required to make any payment to Contractor for the hours worked by such employee, up to a maximum of eight (8) hours. City reserves the right to ask for the removal of an employee at any time for any reason.

2. CITY'S RESPONSIBILITY TO ASSIGNED EMPLOYEES

- 2.1 City shall provide a safe work place and will instruct, assist and supervise Assigned Employees in performing the agreed upon duties and the work performed.
- 2.2 City shall provide any general or specific safety training necessary to perform the assignment, including safety information regarding exposures to any dangerous or hazardous substances. City shall ensure that Assigned Employees use any protective equipment necessary to perform the assignment safely. City will provide a suitable work environment for all Assigned Employees which shall comply with all applicable statutes and ordinances relating to the worksite including, but not limited to OSHA and the ADA.
- 2.3 City shall review all time records submitted by Assigned Employees for accuracy in a manner that is consistent with the payroll and billing procedures of Contractor. City will approve or decline the time records based on the accuracy of such records. City will retain copies of such records in accordance with all applicable state and federal laws.
- 2.4 City and Contractor agree that for the purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family Medical

Leave Act and any similar state or local law, City and Contractor shall cooperate in compliance with any such requirements.

- 2.5 Nothing in this Agreement shall entitle Assigned Employees to any benefits or compensation from City. Assigned Employees are required to acknowledge in writing that they are not entitled to any benefits or compensation from City.

CONTRACTOR'S RESPONSIBILITY TO ASSIGNED EMPLOYEES

- 3.1 Assigned Employees are employees of Contractor and shall not be considered or treated as employees of City by the parties, except to such extent as may be required by applicable state and federal law. Contractor shall avoid actions that would make Assigned Employees common law employees of City or otherwise make City and Contractor co-employees of any Assigned Employee.
- 3.2 Contractor will perform an Employee Orientation prior to the commencement of the assignment for each Assigned Employee working on any work site for City. The orientation will ensure that all Assigned Employees are aware of and abide by, all applicable City Rules and Policies. City will provide examples of all Rules and Policies that are to be included in the Employee Orientation. It is the sole responsibility of Contractor to prepare for and conduct this orientation.
- 3.3 Contractor will pay Assigned Employees weekly for hours worked for City as submitted on timecards approved by City's authorized representative, in accordance with all applicable state and federal laws. The signature of City's authorized representative shall constitute verification that the time recorded is accurate.
- 3.4 Contractor shall report and pay the employer's share of applicable state taxes, federal taxes, workers' compensation, FICA, and federal unemployment insurance with respect to all compensation received by Assigned Employees and submit required tax withholdings. Contractor agrees to indemnify and hold harmless City against any liability for premiums, contributions or taxes payable under any workers' compensation, unemployment compensation, disability benefits, old age benefit or tax withholding laws for which City shall be finally adjudged liable as an employer with respect to any compensation that Contractor agreed to pay Assigned Employee for the performance of services pursuant to this Agreement.
- 3.5 Contractor will recruit, interview, select and hire Assigned Employees who, in Contractor's judgment, are qualified to perform the services required by City. Contractor understands that many of the positions needed by City require driving City vehicles and operating motorized equipment. Assigned Employees may only drive their own personal vehicle during business hours and for the use of conducting City business with express written permission by the City. However, under no circumstance is it acceptable for any Assigned Employee to drive their own personal vehicle during business hours and for the use of conducting City business without proper insurance. Additionally, Contractor understands that

many of these positions also require cash handling and some positions will serve alcohol. Assigned Employees working under either of those conditions will be required to go through the extra appropriate pre-employment testing and/or training required under this Agreement.

- 3.6 Contractor will conduct a criminal background check, drug screen, credit history check (cash handling positions), motor vehicle check (driving positions) and reference check for each Assigned Employee prior to beginning each assignment with City.

FEE FOR SERVICES

- 4.1 City shall pay Contractor a fee at an hourly bill rate for each hour worked by Assigned Employees as set forth in the time sheet approved by City's representative. Overtime hours worked will be paid in accordance with the multiple dictated by applicable federal and state law. Overtime hours worked by Assigned Employees will be billed to City based on the same straight-time bill rate. City shall pay, where required by law to do so, any federal, state, or local sales, use, excise, value added or other like tax on the services provided under this Agreement.
- 4.2 The hourly bill rates for the services provided under this Agreement may be adjusted by Contractor annually based on increases in minimum wage, statutory taxes and premiums, statutorily mandated benefits, and annual liability and fidelity insurance costs. Cost adjustments will be presented to City in writing on December 31st each year and go into effect March 1st each year.
- 4.3 Contractor shall submit invoices on a weekly basis to the designated supervisor within City. City shall pay all invoices as soon as administratively possible upon receipt, without offset or deduction. City shall promptly notify Contractor of any disputed or questioned item on an invoice, and the parties shall work together in good faith to resolve the issue; in the event it is determined that City is entitled to a credit, Contractor shall credit City in the next invoice for the appropriate amount. In the event that City fails to pay Contractor invoice when due, City shall pay all collection and/or litigation costs incurred by Contractor. City reserves the right to withhold payment of any outstanding invoices if a previously disputed invoice is not corrected within a reasonable timeframe. Additionally, City reserves the right to withhold payment of any outstanding invoices if any Assigned Employee receives a payroll check with non sufficient funds from Contractor until problems are resolved or if Contractor fails to pay Assigned Employee in a timely manner or if payments are returned to Assigned Employee with non sufficient funds.

TERM AND TERMINATION

5.1 The initial term of this Agreement shall commence on March 1, 2012 and shall continue through February 28, 2015. Thereafter, this Agreement shall be automatically extended from year to year for up to five (5) full years unless and until either party terminates it as of an anniversary date by giving the other party written notice of such termination at least thirty (30) days prior to such anniversary date. Notwithstanding the foregoing, either party has the right, exercisable in its sole discretion at any time, to terminate this Agreement for its convenience, by giving the other party at least ninety (90) days written notice of such termination.

5.2 Each party has the right to terminate this Agreement immediately upon written notice to the other party, at any time, in the event of any material breach by the other party of its obligations under this Agreement; provided, however, that the allegedly breaching party shall be granted ten (10) days right to cure said breach.

6. RELATIONSHIP OF PARTIES

At all times during the term of this Agreement, Contractor shall be an independent contractor to City and employees assigned under this Agreement shall remain employees of Contractor and not of City and Contractor shall, indemnify and hold City harmless therefrom.

7. INSURANCE

Contractor will procure and maintain insurance during the entire term of this Agreement, and upon request shall provide City with certificates of such insurance, which at a minimum, cover the following risks:

- a) Commercial General Liability - \$1,000,000
- b) Workers' Compensation - Statutory Limits
- c) Employer's Liability - \$1,000,000
- d) Crime Policy with "Client Loss Extension" - \$1,000,000
- e) Depositors Forgery - \$100,000
- f) Umbrella Liability - \$5,000,000

It is agreed by and between City and Contractor that if City allows Contractor's employees to operate vehicles and/or other motorized equipment owned by City, City will accept full responsibility for the equipment and cargo, as well as for any claims, other than claims covered by worker's compensation, which might arise as a result of any incident taking place while City equipment is under the care and custody of Contractor's employee pursuant to his/her assignment.

It is understood City's Automobile Liability insurance policies will be the primary insurance in the event of any claim rising, as stated above, and that City's limits of liability are not less than \$250,000/\$500,000 Bodily Injury and \$100,000 Property Damage, with a \$10,000,000 Umbrella Policy. A certificate of insurance evidencing this coverage will be provided to Contractor prior to a Contractor's employee beginning such an assignment.

City will hold Contractor, its agents and employees, harmless from any causes of action, costs or damages arising out of or attributable to the operation of vehicles and/or motorized equipment by employees of Contractor.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Notwithstanding Paragraph 7 above, Contractor shall indemnify, defend, and hold harmless City, its affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney fees) and causes of action (hereinafter "Claims") for (i) injury to, or death of, any person, including without limitation the employees, agents, contractors, licensees, and invitees of Contractor, (ii) damage to, or destruction of, any property, whether owned by City or otherwise, or (iii) the failure of Contractor to comply with the provisions of this Agreement, but only to the extent such Claims are caused by or the result of the negligent, reckless, willful, wonton or intentional acts or omissions of Contractor, its officers, employees, agents, contractors, licensees or invitees in the performance of the services defined in this Agreement.

8.2 When claiming its right to indemnification, City shall promptly notify Contractor of the assertion of any claim covered by this Agreement so as Contractor shall have a reasonable time within which to notify its insurers of such claim and tender defense of the claim. Failure to so notify Contractor shall not relieve that party of its obligations hereunder except to the extent such failure actually and materially caused prejudice.

8.3 Neither party shall authorize any Assigned Employee to operate any motor vehicle, motorized equipment, automotive or truck equipment without signing a driver's release form supplied by Contractor and without having the proper pre-employment testing conducted and determining that Assigned Employee's actually possesses valid driver's license.

City will provide proper and customary safety awareness and training to any employees of Contractor operating vehicles and/or motorized equipment or performing related duties. City shall be solely responsible for, but not limited to, instruction and adherence of all department of transportation, state, and/or federal regulations pertaining to the operation of vehicles and/or motorized equipment or related duties.

- 8.4 City agrees not to entrust any Assigned Employee with cash, negotiable instruments or other negotiable personal property unless Contractor has provided such Assigned Employee for such purposes. City agrees that Contractor will not be responsible for any claims covered by its Fidelity Bond unless such claims are reported in writing to Contractor, in accordance with the notice provisions set forth in this Agreement, within fifteen (15) working days of the discovery of the alleged wrongful act.

9. PAYMENTS FOR OTHER USE OF EMPLOYEES AND TERMINATION PROCESS

- 9.1 During the term of this Agreement and upon any termination of this Agreement, City agrees not to condone or assist in the transitioning, recruiting or enticing of Assigned Employees on assignment at City to transfer to any third party or alternate status, with the exceptions of an offer of full-time regular employee status at City or with permission of Contractor. City will not be held responsible if an Assigned Employee, whether referred or not, chooses, of their own free will and volition, to transfer or begin employment with another staffing agency. If City hires or uses the services of an Assigned Employee in any capacity other than an employee of Contractor, on Contractor's payroll, City shall pay Contractor an amount equal to what City would have paid Contractor had such an Assigned Employee worked at City through Contractor for 520 hours at Contractor's current rates, minus the amount City has already paid to Contractor for that Assigned Employee; unless otherwise limited by the Temporary and Day Laborers Act, found generally at 820 ILCS 175/40.

- 9.2 In the event of termination of this Agreement, each Assigned Employee will continue the assignment through the earlier of: (1) the period of time referenced on the current Contractor work order unless it is determined there is a failure to perform the job function required, or the assignment has legitimately terminated for other reasons or (2) the Assigned Employee accepts another assignment with Contractor.

10. NOTICES

Any notice required or permitted to be delivered by one party to another under or in connection with this Agreement shall be deemed sufficiently given after three (3) business days if sent by certified U.S. Mail, return receipt requested, or after one (1) business day if sent by nationally recognized overnight carrier to the attention of the individual(s) and at the address (as) indicated below:

If to Contractor, to: Quality Controlled Staffing, Inc., Attn: Bob Eckermann,
President, 2525 Kimberly Road, Suite 4, Bettendorf, IA 52722

With a copy to: _____

If to City, to: City of Moline, Attn: Human Resources Manager, 619 16th
Street, Moline, IL 61265

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

11. MISCELLANEOUS

- 11.1 **Assignment.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may without the consent of the other party assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the party guarantees the Affiliate's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates. As used herein, "Affiliate" of a party shall mean any corporation or other business entity controlled by, controlling or under common control with, such party.
- 11.2 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. Any litigation concerning this Agreement must be brought in a court of competent jurisdiction in Rock Island County, Illinois.
- 11.3 **Compliance with Laws.** In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations of duly constituted governmental bodies.
- 11.4 **Complete Understanding; Modification.** This Agreement, together with all attachments, exhibits and addenda attached hereto, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

By: Becky Stahl By: _____

Printed Name: Becky Stahl Printed Name: _____

Title: Human Resource Coordinator Title: _____

Date: 2/13/2012 Date: _____

Approved as to Form:

City Attorney

Sponsor _____

AN ORDINANCE

AUTHORIZING the issuance of General Obligation Bonds of 2012 of the City of Moline, Illinois

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

Section 1. **Authority, Purposes and Findings.** This ordinance is adopted pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and Section 2-1110 of the Moline Code of Ordinances (A) for the purpose of financing “Redevelopment Project Costs” as defined in the Tax Increment Allocation Redevelopment Act, 65 Illinois Compiled Statutes 5/11-74.4 (the “Redevelopment Act”) with respect to redevelopment projects within the “One Moline Place Redevelopment Project Area”, (B) for the purpose of financing Redevelopment Project Costs with respect to redevelopment projects within the “Moline Place Phase II and III Redevelopment Project Area” and (C) for the purpose of refunding the following outstanding general obligation bonds of the City:

- \$1,500,000 principal amount of General Obligation Corporate Purpose Bonds, Taxable Series 2003C, maturing in the years 2013 to 2020, both inclusive (the “2003C Bonds”)
- \$6,875,000 principal amount of General Obligation Corporate Purpose Bonds, Taxable Series 2003B, maturing in the years 2013 to 2020, both inclusive (the “2003B Bonds”)
- \$3,270,000 principal amount of General Obligation Corporate Purpose Bonds, Series 2002A, maturing in the years 2013 to 2016, both inclusive (the “2002A Bonds”)
- \$1,375,000 principal amount of General Obligation Corporate Purpose Bonds, Series 2002B, maturing in the years 2012 and 2013 (the “2002B Bonds”)
- \$2,785,000 principal amount of General Obligation Corporate Purpose Bonds, Series 2002C, maturing in the years 2013, 2015, 2017, 2020 and 2021 (the “2002C Bonds”)
- \$1,800,000 principal amount of General Obligation Corporate Purpose Bonds, Series 2003A, maturing in the years 2014 to 2020, both inclusive (the “2003A Bonds”)
- \$6,160,000 General Obligation Corporate Purpose Bonds, Series 2003, maturing in the years 2013 to 2024, both inclusive (the “2003 Bonds”).

It is found and determined that borrowing money through the issuance of the Bonds herein authorized is necessary for the welfare of the government and affairs of the City, is for a proper public purpose and is in the public interest.

Section 2. **Refunding Plan.** The City hereby determines to refund the 2002A Bonds, the 2002B Bonds, the 2002C Bonds, the 2003 Bonds, the 2003A Bonds, the 2003B Bonds and the 2003C Bonds (collectively, the “Prior Bonds”).

The City hereby elects to redeem each series of the Prior Bonds on the applicable redemption date of each series set forth in the following table and, in each case, at a redemption price of par, together with accrued interest to the redemption date:

<u>Series</u>	<u>Redemption Date</u>
2002A	May 1, 2012
2002B	May 1, 2012
2002C	November 1, 2012
2003	November 1, 2012
2003A	November 1, 2012
2003B	November 1, 2012
2003C	November 1, 2012

The Mayor, the City Administrator and the Finance Director and the other officers and officials of the City are authorized and directed to do, or cause to be done, all things necessary to accomplish the refunding and redemption of the Prior Bonds.

Section 3. **Appropriations.**

(A) The sum of \$_____ is appropriated for the purpose of refunding the 2003C Bonds.

(B) The sum of \$_____ is appropriated to meet part of the estimated cost of the Redevelopment Project Costs as defined in the Redevelopment Act with respect to redevelopment projects within the One Moline Place Redevelopment Project Area including capitalized interest on a portion of the 2012A Bonds herein authorized until March 1, 2015 (the “2012A Bonds Capitalized Interest Deposit”) and the reimbursement of such Redevelopment Project Costs previously incurred including the repayment of associated interim borrowings.

(C) The sum of \$_____ is appropriated to meet part of the estimated cost of the Redevelopment Project Costs as defined in the Redevelopment Act with respect to redevelopment projects within the Moline Place Phase II and III Redevelopment Project Area including capitalized interest on the 2012B Bonds herein authorized until March 1, 2015 (the “2012B Capitalized Interest Deposit”) and the reimbursement of such Redevelopment Project Costs previously incurred including the repayment of associated interim borrowings.

(D) The sum of \$_____ is appropriated for the purpose of refunding the 2003B Bonds.

(E) The sum of \$_____ is appropriated for the purpose of refunding the 2002A Bonds.

(F) The sum of \$_____ is appropriated for the purpose of refunding the 2002B Bonds, the 2002C Bonds and the 2003A Bonds.

(G) The sum of \$_____ is appropriated for the purpose of refunding the 2003 Bonds.

(H) Each such appropriation includes the costs of issuance of the applicable series of Bonds authorized to fund such appropriation.

Section 4. Authorization of Each Series of Bonds.

(A) Pursuant to the home rule powers of the City to incur debt payable from ad valorem property tax receipts and for the purpose of financing each of the seven appropriated amounts set forth in Paragraphs (A) to (G) of Section 3 of this ordinance, six series of unlimited tax general obligation bonds of the City are authorized to be issued and sold as provided in this Section.

(B) A series of bonds is authorized to be issued and sold in the aggregate principal amount of \$_____ for the purpose of financing the appropriations made pursuant to Paragraph (A) and Paragraph (B) of Section 3. Such series shall be designated as the "Taxable General Obligation Corporate Purpose Bonds, Series 2012A" (the "2012A Bonds").

(C) A series of bonds is authorized to be issued and sold in the aggregate principal amount of \$_____ for the purpose of financing the appropriation made pursuant to Paragraph (C) of Section 3. Such series shall be designated as the "Taxable General Obligation Corporate Purpose Bonds, Series 2012B" (the "2012B Bonds").

(D) A series of bonds is authorized to be issued and sold in the aggregate principal amount of \$_____ for the purpose of financing the appropriation made pursuant to Paragraph (D) of Section 3. Such series shall be designated as the "Taxable General Obligation Refunding Bonds, Series 2012C" (the "2012C Bonds").

(E) A series of bonds is authorized to be issued and sold in the aggregate principal amount of \$_____ for the purpose of financing the appropriation made pursuant to Paragraph (E) of Section 3. Such series shall be designated as the "General Obligation Refunding Bonds, Series 2012D" (the "2012D Bonds").

(F) A series of bonds is authorized to be issued and sold in the aggregate principal amount of \$_____ for the purpose of financing the appropriation made pursuant to Paragraph (F) of Section 3. Such series shall be designated as the "General Obligation Refunding Bonds, Series 2012E" (the "2012E Bonds").

(G) A series of bonds is authorized to be issued and sold in the aggregate principal amount of \$_____ for the purpose of financing the appropriation made pursuant to

Paragraph (G) of Section 3. Such series shall be designated as the “General Obligation Refunding Bonds, Series 2012F” (the “2012F Bonds”).

(H) The 2012A Bonds, the 2012B Bonds and the 2012C Bonds are herein collectively called the “Taxable Bonds.” The 2012D Bonds, the 2012E Bonds and the 2012F Bonds are herein collectively called the “Tax-Exempt Bonds.” The Taxable Bonds and the Tax-Exempt Bonds are herein collectively called the “Bonds.”

Section 5. **Terms of 2012A Bonds.** The 2012A Bonds shall mature on November 1 in each year shown in the following table in the respective principal amount set forth opposite each such year and the 2012A Bonds maturing in each such year shall bear interest at the respective rate per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013	\$,000	. %
2014	,000	
2015	,000	
2016	,000	
2017	,000	
2018	,000	
2019	,000	
2020	,000	
2021	,000	
2022	,000	
2023	,000	
2024	,000	
2025	,000	
2026	,000	
2027	,000	
2028	,000	
2029	,000	
2030	,000	
2031	,000	

Each 2012A Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on November 1, 2012 and semiannually thereafter on each May 1 and November 1 at the rates per annum determined in this Section.

The 2012A Bonds maturing on or after November 1, 2022 shall be subject to redemption prior to maturity at the option of the City and upon notice as provided in Section 12 of this ordinance, in such principal amounts and from such maturities as the City shall determine, and by lot within a single maturity, on November 1, 2021 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The 2012A Bonds maturing on November 1, 20__, shall be subject to mandatory redemption, in part and by lot, on November 1 of the years 20__ to 20__, both inclusive, in the following principal amounts, each constituting a sinking fund installment for the retirement of the 2012A Bonds maturing on November 1, 20__:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

The final principal amount of the 2012A Bonds maturing on November 1, 20__, is \$____,000.

The 2012A Bonds maturing on November 1, 20__, shall be subject to mandatory redemption, in part and by lot, on November 1 of the years 20__ to 20__, both inclusive, in the following principal amounts, each constituting a sinking fund installment for the retirement of the 2012A Bonds maturing on November 1, 20__:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

The final principal amount of the 2012A Bonds maturing on November 1, 20__, is \$____,000.

Section 6. **Terms of 2012B Bonds.** The 2012B Bonds shall mature on November 1 in each year shown in the following table in the respective principal amount set forth opposite each such year and the 2012B Bonds maturing in each such year shall bear interest at the respective rate per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2015	\$,000	. %
2016	,000	
2017	,000	
2018	,000	
2019	,000	
2020	,000	
2021	,000	
2022	,000	
2023	,000	
2024	,000	
2025	,000	
2026	,000	
2027	,000	
2028	,000	
2029	,000	
2030	,000	
2031	,000	

Each 2012B Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on November 1, 2012 and semiannually thereafter on each May 1 and November 1 at the rates per annum determined in this Section.

The 2012B Bonds maturing on or after November 1, 2022 shall be subject to redemption prior to maturity at the option of the City and upon notice as provided in Section 12 of this ordinance, in such principal amounts and from such maturities as the City shall determine, and by lot within a single maturity, on November 1, 2021 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The 2012B Bonds maturing on November 1, 20__, shall be subject to mandatory redemption, in part and by lot, on November 1 of the years 20__ to 20__, both inclusive, in the following principal amounts, each constituting a sinking fund installment for the retirement of the 2012B Bonds maturing on November 1, 20__:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

The final principal amount of the 2012B Bonds maturing on November 1, 20__, is \$____,000.

The 2012B Bonds maturing on November 1, 20__, shall be subject to mandatory redemption, in part and by lot, on November 1 of the years 20__ to 20__, both inclusive, in the following principal amounts, each constituting a sinking fund installment for the retirement of the 2012B Bonds maturing on November 1, 20__:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

The final principal amount of the 2012B Bonds maturing on November 1, 20__, is \$____,000.

Section 7. **Terms of 2012C Bonds.** The 2012C Bonds shall mature (without option of prior redemption) on November 1 in each year shown in the following table in the respective principal amount set forth opposite each such year and the 2012C Bonds maturing in each such year shall bear interest at the respective rate per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2012	\$,000	. %
2013	,000	
2014	,000	
2015	,000	
2016	,000	
2017	,000	
2018	,000	
2019	,000	
2020	,000	

Each 2012C Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America

on November 1, 2012 and semiannually thereafter on each May 1 and November 1 at the rates per annum determined in this Section.

Section 8. **Terms of 2012D Bonds.** The 2012D Bonds shall mature (without option of prior redemption) on February 1 in each year shown in the following table in the respective principal amount set forth opposite each such year and the 2012D Bonds maturing in each such year shall bear interest at the respective rate per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013	\$,000	. %
2014	,000	
2015	,000	
2016	,000	

Each 2012D Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on August 1, 2012 and semiannually thereafter on each February 1 and August 1 at the rates per annum determined in this Section.

Section 9. **Terms of 2012E Bonds.** The 2012E Bonds shall mature (without option of prior redemption) on November 1 in each year shown in the following table in the respective principal amount set forth opposite each such year and the 2012E Bonds maturing in each such year shall bear interest at the respective rate per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2012	\$,000	. %
2013	,000	
2014	,000	
2015	,000	
2016	,000	
2017	,000	
2018	,000	
2019	,000	
2020	,000	
2021	,000	

Each 2012E Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on November 1, 2012 and semiannually thereafter on each May 1 and November 1 at the rates per annum determined in this Section.

Section 10. **Terms of 2012F Bonds.** The 2012F Bonds shall mature on November 1 in each year shown in the following table in the respective principal amount set forth opposite

each such year and the 2012F Bonds maturing in each such year shall bear interest at the respective rate per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2012	\$,000	. %
2013	,000	
2014	,000	
2015	,000	
2016	,000	
2017	,000	
2018	,000	
2019	,000	
2020	,000	
2021	,000	
2022	,000	
2023	,000	
2024	,000	

Each 2012F Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on November 1, 2012 and semiannually thereafter on each May 1 and November 1 at the rates per annum determined in this Section.

The 2012F Bonds maturing on or after November 1, 2021 shall be subject to redemption prior to maturity at the option of the City and upon notice as provided in Section 12 of this ordinance, in such principal amounts and from such maturities as the City shall determine, and by lot within a single maturity, on November 1, 2020 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The 2012F Bonds maturing on November 1, 20__, shall be subject to mandatory redemption, in part and by lot, on November 1 of the years 20__ to 20__, both inclusive, in the following principal amounts, each constituting a sinking fund installment for the retirement of the 2012F Bonds maturing on November 1, 20__:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

The final principal amount of the 2012F Bonds maturing on November 1, 20__, is \$____,000.

The 2012F Bonds maturing on November 1, 20__, shall be subject to mandatory redemption, in part and by lot, on November 1 of the years 20__ to 20__, both inclusive, in the following

principal amounts, each constituting a sinking fund installment for the retirement of the 2012F Bonds maturing on November 1, 20__:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

The final principal amount of the 2012F Bonds maturing on November 1, 20__, is \$____,000.

Section 11. **General Terms of Bonds.** Bonds shall be issuable in the denominations of \$5,000 or any integral multiple thereof. Bonds may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of Bonds. Unless otherwise determined in the order to authenticate the Bonds, each Bond issued initially shall be dated as of _____, 2012. Each Bond thereafter issued upon any transfer or exchange of Bonds shall be dated so that no gain or loss of interest shall result from such transfer or exchange.

The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the principal corporate trust office of Amalgamated Bank of Chicago, in the City of Chicago, Illinois, which is hereby appointed as bond registrar and paying agent for the Bonds. Interest on the Bonds shall be payable on each interest payment date to the registered owners of record thereof appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the bond registrar, as of the close of business on the 15th day of the calendar month next preceding the applicable interest payment date. Interest on the Bonds shall be paid by check or draft mailed to such registered owners at their addresses appearing on the registration books or by wire transfer pursuant to an agreement by and between the City and the registered owner.

Section 12. **Redemption Provisions.** All Bonds subject to mandatory sinking fund redemption shall be redeemed at a redemption price equal to the principal amount thereof to be redeemed. The bond registrar is hereby authorized and directed to mail notice of the mandatory sinking fund redemption of Bonds in the manner provided in this Section.

Whenever Bonds subject to mandatory sinking fund redemption are redeemed at the option of the City, the principal amount thereof so redeemed shall be credited against the unsatisfied balance of future sinking fund installments or final maturity amount established with respect to such Bonds, in such amounts and against such installments or final maturity amount as shall be determined by the City in the proceedings authorizing such optional redemption or, in the absence of such determination, shall be credited against the unsatisfied balance of the applicable sinking fund installments next ensuing, and with respect to which notice of redemption has not yet been given.

On or prior to the 60th day preceding any sinking fund installment date, the City may purchase Bonds subject to mandatory redemption on such sinking fund installment date, at such prices as the City shall determine. Any Bond so purchased shall be cancelled and the principal amount

thereof so purchased shall be credited against the unsatisfied balance of the next ensuing sinking fund installment.

In the event of the redemption of less than all the Bonds of like series and maturity, the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof and the bond registrar shall assign to each Bond of such maturity a distinctive number for each \$5,000 principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of the redemption of Bonds shall be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of Bonds to be redeemed at their last addresses appearing on said registration books. The Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such Bonds or portions thereof shall cease to accrue and become payable. If there shall be drawn for redemption less than all of a Bond, the City shall execute and the bond registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the Bond so surrendered, Bonds of like series and maturity and of the denomination of \$5,000 or any integral multiple thereof.

The bond registrar shall not be required to transfer or exchange any Bond after notice of the redemption of all or a portion thereof has been mailed. The bond registrar shall not be required to transfer or exchange any Bond during a period of 15 days next preceding the mailing of a notice of redemption which could designate for redemption all or a portion of such Bond.

Section 13. Sale and Delivery. Pursuant to the Bond Purchase Agreement with respect to the Bonds, the Bonds of each series are sold to Robert W. Baird & Co. Incorporated, as purchaser, at the following prices, in each case with accrued interest from their date to the date of delivery and payment therefor: Series 2012A – \$_____ ; Series 2012B – \$_____ ; Series 2012C – \$_____ ; Series 2012D – \$_____ ; Series 2012E – \$_____ ; Series 2012F – \$_____. The Official Statement prepared with respect to the Bonds is approved and “deemed final” as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

The Mayor, City Clerk and other officials of the City are authorized and directed to do and perform, or cause to be done or performed for or on behalf of the City each and every thing necessary for the issuance of the Bonds, including the proper execution and delivery of the Bonds, the Bond Purchase Agreement and the Official Statement.

Section 14. **Execution and Authentication.** Each Bond shall be executed in the name of the City by the manual or authorized facsimile signature of its Mayor and the corporate seal of the City, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of its City Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bond shall cease to hold such office before the issuance of the Bond, such Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bond had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the City by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not have held such office. No recourse shall be had for the payment of any Bonds against any officer who executes the Bonds.

Each Bond shall bear thereon a certificate of authentication executed manually by the bond registrar. No Bond shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the bond registrar.

Section 15. **Transfer, Exchange and Registry.** The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein. Each Bond shall be transferable only upon the registration books maintained by the City for that purpose at the principal corporate trust office of the bond registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the bond registrar and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such Bond, the City shall execute and the bond registrar shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee, of the same aggregate principal amount, series, maturity and interest rate as the surrendered Bond. Bonds, upon surrender thereof at the principal corporate trust office of the bond registrar, with a written instrument satisfactory to the bond registrar, duly executed by the registered owner or his attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate and of the denominations of \$5,000 or any integral multiple thereof.

For every such exchange or registration of transfer of Bonds, the City or the bond registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Bonds.

The City and the bond registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest thereon and for all other purposes whatsoever, and all such payments so made to

any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the bond registrar shall be affected by any notice to the contrary.

Section 16. **Bond Registrar.** The City covenants that it shall at all times retain a bond registrar with respect to the Bonds, that it will maintain at the designated office of such bond registrar a place where Bonds may be presented for payment and registration of transfer or exchange and that it shall require that the bond registrar maintain proper registration books and perform the other duties and obligations imposed upon it by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities business.

The bond registrar shall signify its acceptance of the duties and obligations imposed upon it by this ordinance by executing the certificate of authentication on any Bond, and by such execution the bond registrar shall be deemed to have certified to the City that it has all requisite power to accept, and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. The bond registrar is the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence or default. The bond registrar shall, however, be responsible for any representation in its certificate of authentication on the Bonds.

The City may remove the bond registrar at any time. In case at any time the bond registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the bond registrar, or of its property, shall be appointed, or if any public officer shall take charge or control of the bond registrar or of its property or affairs, the City covenants and agrees that it will thereupon appoint a successor bond registrar. The City shall mail notice of any such appointment made by it to each registered owner of Bonds within twenty days after such appointment.

Section 17. **General Obligations.** The full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and general obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable property in the City for the payment of the Bonds and the interest thereon, without limitation as to rate or amount.

Section 18. **Form of Bonds.** The Bonds shall be issued as fully registered bonds and shall be in substantially the following form, the blanks to be appropriately completed when the Bonds are printed:

No. _____

State of Illinois
County of Rock Island
CITY OF MOLINE

[TAXABLE] GENERAL OBLIGATION [CORPORATE PURPOSE] [REFUNDING] BOND,
SERIES 2012__

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
%	_____ 1, _____	_____, 2012	608557 ____

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

The CITY OF MOLINE, a municipal corporation and a home rule unit of the State of Illinois situate in the County of Rock Island, acknowledges itself indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest on such principal amount from the date hereof at the interest rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on _____ 1, 2012 and semiannually thereafter on _____ 1 and _____ 1 in each year until the principal amount shall have been paid, to the registered owner of record hereof as of the 15th day of the calendar month next preceding such interest payment date, by wire transfer pursuant to an agreement by and between the City and the registered owner, or otherwise by check or draft mailed to the registered owner, at the address of such owner appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of Amalgamated Bank of Chicago, in the City of Chicago, Illinois, as bond registrar or its successor (the "Bond Registrar"). This bond, as to principal when due, will be payable in lawful money of the United States of America upon presentation and surrender of this bond at the principal corporate trust office of the Bond Registrar. The full faith and credit of the City are irrevocably pledged for the punctual payment of the principal of and interest on this bond according to its terms.

This bond is one of a series of bonds issued in the aggregate principal amount of \$_____,000 which are authorized and issued under and pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and Section 2-1110 of the Moline Code of Ordinances and under and in accordance with an ordinance adopted by the City Council of the City on February 28, 2012 and entitled: "An Ordinance Authorizing the Issuance of General Obligation Bonds of 2012 of the City of Moline, Illinois." [This bond is issued to finance or refinance redevelopment project costs pursuant to and in accordance with the Tax Increment Allocation Redevelopment Act, 65 Illinois Compiled Statutes 5/11-74.4.]

The bonds of such series maturing on or after _____ 1, 20__ are subject to redemption prior to maturity at the option of the City and upon notice as herein provided, in such

principal amounts and from such maturities as the City shall determine and by lot within a single maturity, on _____ 1, 20__ and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The bonds of such series maturing in the years 20___, 20___ and 20___ (the “Term Bonds”) are subject to mandatory redemption, in part and by lot, on _____ 1 of the years and in the respective principal amounts set forth in the following tables, by the application of sinking fund installments, at a redemption price equal to the principal amount thereof to be redeemed:

20___ Term Bonds		20___ Term Bonds		20___ Term Bonds	
Year	Principal Amount	Year	Principal Amount	Year	Principal Amount
20__	\$,000	20__	\$,000	20__	\$,000
20__	,000	20__	,000	20__	,000
20__	,000	20__	,000	20__	,000

Notice of the redemption of bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of bonds to be redeemed at their last addresses appearing on such registration books. The bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such bonds or portions thereof shall cease to accrue and become payable.

This bond is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered bond or bonds, in the authorized denominations of \$5,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this bond shall be issued to the transferee in exchange therefor. In like manner, this bond may be exchanged for an equal aggregate principal amount of bonds of the same maturity and interest rate and of any of such authorized denominations. The City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this bond. No other charge shall be made for the privilege of making such transfer or exchange. The City and the Bond Registrar may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this bond in order to make it a legal, valid and binding obligation of the City have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of bonds of which this bond is one, together with all other indebtedness of the City is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, the City of Moline has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its City Clerk.

Dated: _____, 2012

CITY OF MOLINE

Mayor

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the [Taxable] General Obligation [Corporate Purpose] [Refunding] Bonds, Series 2012__, described in the within mentioned Ordinance.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By _____
Authorized Signer

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney to transfer the said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guarantee:

Section 19. **Levy and Extension of Taxes.** (A) For the purpose of providing the money required to pay the interest on the 2012A Bonds, when and as the same falls due and to pay and discharge the principal thereof (including mandatory sinking fund installments) as the same shall mature, there is hereby levied upon all the taxable property in the City, in each year while any of the 2012A Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2012	\$
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
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(B) For the purpose of providing the money required to pay the interest on the 2012B Bonds, when and as the same falls due and to pay and discharge the principal thereof (including mandatory sinking fund installments) as the same shall mature, there is hereby levied upon all the taxable property in the City, in each year while any of the 2012B Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2012	\$
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
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2025	
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(C) For the purpose of providing the money required to pay the interest on the 2012C Bonds, when and as the same falls due and to pay and discharge the principal thereof (including mandatory sinking fund installments) as the same shall mature, there is hereby levied upon all the taxable property in the City, in each year while any of the 2012C Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2012	\$
2013	
2014	
2015	
2016	
2017	
2018	
2019	

(D) For the purpose of providing the money required to pay the interest on the 2012D Bonds, when and as the same falls due and to pay and discharge the principal thereof (including mandatory sinking fund installments) as the same shall mature, there is hereby levied upon all the taxable property in the City, in each year while any of the 2012D Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2012	\$
2013	
2014	

(E) For the purpose of providing the money required to pay the interest on the 2012E Bonds, when and as the same falls due and to pay and discharge the principal thereof (including mandatory sinking fund installments) as the same shall mature, there is hereby levied upon all the taxable property in the City, in each year while any of the 2012E Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2012	\$
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	

(F) For the purpose of providing the money required to pay the interest on the 2012F Bonds, when and as the same falls due and to pay and discharge the principal thereof (including mandatory sinking fund installments) as the same shall mature, there is hereby levied upon all the taxable property in the City, in each year while any of the 2012F Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2012	\$
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	

(G) Interest or principal coming due at anytime when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced.

(H) As soon as this ordinance becomes effective, a copy thereof certified by the City Clerk, which certificate shall recite that this ordinance has been duly adopted, shall be filed with the County Clerk of Rock Island County, Illinois, who is hereby directed to ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in the years 2012 to 2030 inclusive, and to extend the same for collection on the tax books in connection with other taxes levied in said years, in and by the City for general corporate purposes of the City, and in said years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for said years are levied and collected and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the applicable series of Bonds as the same become due and payable.

Section 20. Taxes Levied for Payment of Prior Bonds. After the issuance of the Bonds, the City Treasurer shall file with the County Clerk of Rock Island County, a certificate listing the Prior Bonds and the taxes theretofore levied for the payment of the principal of and interest on the Prior Bonds, and said certificate shall direct the abatement of such taxes. Taxes collected with respect to the 2011 tax levy year for the payment of the Prior Bonds shall be deposited into the applicable Debt Service Account established by this ordinance for the payment of the principal of and interest on the applicable series of the Bonds that refunded such Prior Bonds.

Section 21. **Escrow Deposit Agreement.** The form of 2012 Escrow Deposit Agreement by and between the City and Amalgamated Bank of Chicago, as Escrow Agent, on file in the office of the City Clerk, is hereby approved. The proper officers of the City are authorized and directed to execute and deliver the 2012 Escrow Deposit Agreement on behalf of the City.

Section 22. **Application of Bond Proceeds.** (A) The net proceeds of sale of the 2012A Bonds shall be applied as follows:

1. To the Taxable Account of the 2012 Escrow Fund maintained under the 2012 Escrow Deposit Agreement, the amount, together with other moneys (if any) of the City deposited therein, necessary to provide for the redemption of the 2003C Bonds on their redemption date and to provide for interest to become due and payable on the 2003C Bonds to their redemption date.

2. To the 2012A Capitalized Interest Account maintained under this ordinance, the 2012A Bonds Capitalized Interest Deposit, being a sum sufficient to provide for the payment of the interest to accrue on the 2012A Bonds to March 1, 2015.

3. To the 2012A Project Account established by this ordinance, the amount of such proceeds of sale remaining after making the foregoing deposit.

(B) The net proceeds of sale of the 2012B Bonds shall be applied as follows:

1. To the 2012B Capitalized Interest Account maintained under this ordinance, the 2012B Bonds Capitalized Interest Deposit, being a sum sufficient to provide for the payment of the interest to accrue on the 2012B Bonds to March 1, 2015.

2. To the 2012B Project Account established by this ordinance, the amount of such proceeds of sale remaining after making the foregoing deposit.

(C) The net proceeds of sale of the 2012C Bonds shall be applied as follows:

1. To the Taxable Account of the 2012 Escrow Fund, the amount, together with other moneys (if any) of the City deposited therein, necessary to provide for the redemption of the 2003B Bonds on their redemption date and to provide for interest to become due and payable on the 2003B Bonds to their redemption date.

2. To the Taxable Expense Account, the amount of such proceeds of sale remaining after making the foregoing payment.

(D) The net proceeds of sale of the 2012D Bonds shall be applied as follows:

1. To the Tax-Exempt Account of the 2012 Escrow Fund, the amount, together with other moneys (if any) of the City deposited therein, necessary to provide for the redemption of the 2002A Bonds on their redemption date and to provide for interest to become due and payable on the 2002A Bonds to their redemption date.

2. To the Tax-Exempt Expense Account established by this ordinance, the amount of such proceeds of sale remaining after making the foregoing payment.

(E) The net proceeds of sale of the 2012E Bonds shall be applied as follows:

1. To the Tax-Exempt Account of the 2012 Escrow Fund, the amount, together with other moneys (if any) of the City deposited therein, necessary to provide for the redemption of the 2002B Bonds, the 2002C Bonds and the 2003A Bonds on their redemption date and to provide for interest to become due and payable on the 2002B Bonds, the 2002C Bonds and the 2003A Bonds to their redemption date.

2. To the Tax-Exempt Expense Account, the amount of such proceeds of sale remaining after making the foregoing payment.

(F) The net proceeds of sale of the 2012F Bonds shall be applied as follows:

1. To the Tax-Exempt Account of the 2012 Escrow Fund, the amount, together with other moneys (if any) of the City deposited therein, necessary to provide for the redemption of the 2003 Bonds on their redemption date and to provide for interest to become due and payable on the 2003 Bonds to their redemption date.

2. To the Tax-Exempt Expense Account, the amount of such proceeds of sale remaining after making the foregoing payment.

Section 23. 2012A Debt Service Account. Moneys derived from taxes herein levied pursuant to Paragraph (A) of Section 19 of this ordinance are appropriated and set aside for the sole purpose of paying principal of and interest on the 2012A Bonds when and as the same come due. All of such moneys shall be deposited in the "2012A Debt Service Account", which is hereby established as a special account of the City within the Special Tax Allocation Fund for the City's One Moline Place Redevelopment Project Area (the "One Moline Place TIF Fund") established pursuant to General Ordinance No. 2003-04-04, adopted by the City Council on April 15, 2003.

Section 24. 2012B Debt Service Account. Money derived from the taxes levied pursuant to Paragraph (B) of Section 19 of this ordinance are appropriated and set aside for the sole purpose of paying the principal of and interest on the 2012B Bonds when and as the same come due. All of such moneys shall be deposited in the "2012B Debt Service Account," which is hereby established as a special account of the City within the Special Tax Allocation Fund for the City's Moline Place Phase II and III Redevelopment Project Area (the "Moline Place Phase II and III TIF Fund") established pursuant to General Ordinance No. 3007-2010, adopted by the City Council on February 2, 2010.

Section 25. Capitalized Interest Accounts. (A) The "2012A Capitalized Interest Account" is hereby established as a special account of the City within the One Moline Place TIF Fund. The 2012A Bonds Capitalized Interest Deposit shall be deposited into the 2012A Capitalized Interest Account. The moneys held in the 2012A Capitalized Interest Account shall

be used to pay the first interest due and payable on the 2012A Bonds until the amount held in said Account is fully expended.

(B) The “2012B Capitalized Interest Account” is hereby established as a special account of the City within the Moline Place Phase II and III TIF Fund. The 2012B Bonds Capitalized Interest Deposit shall be deposited into the 2012B Capitalized Interest Account. The moneys held in the 2012B Capitalized Interest Account shall be used to pay the first interest due and payable on the 2012B Bonds until the amount held in said Account is fully expended.

Section 26. **2012C Debt Service Account.** Money derived from the taxes levied pursuant to Paragraph (C) of Section 19 of this ordinance are appropriated and set aside for the sole purpose of paying the principal of and interest on the 2012C Bonds when and as the same come due. All of such moneys shall be deposited in the “2012C Debt Service Account,” which is hereby established as a special account of the City within the Special Tax Allocation Fund for the City’s Moline Centre Redevelopment Project Area (the “Moline Centre TIF Fund”) established pursuant to General Ordinance No. 86-12-4, adopted by the City Council on December 16, 1986.

Section 27. **2012D Debt Service Account.** Money derived from the taxes levied pursuant to Paragraph (D) of Section 19 of this ordinance are appropriated and set aside for the sole purpose of paying the principal of and interest on the 2012D Bonds when and as the same come due. All of such moneys shall be deposited in the “2012D Debt Service Account,” which is hereby established as a special account of the City and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986.

Section 28. **2012E Debt Service Account.** Money derived from the taxes levied pursuant to Paragraph (E) of Section 19 of this ordinance are appropriated and set aside for the sole purpose of paying the principal of and interest on the 2012E Bonds when and as the same come due. All of such moneys shall be deposited in the “2012E Debt Service Account,” which is hereby established as a special account of the City within the Moline Centre TIF Fund and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986.

Section 29. **2012F Debt Service Account.** Money derived from the taxes levied pursuant to Paragraph (F) of Section 19 of this ordinance are appropriated and set aside for the sole purpose of paying the principal of and interest on the 2012F Bonds when and as the same come due. All of such moneys shall be deposited in the “2012F Debt Service Account,” which is hereby established as a special account of the City and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986.

Section 30. **Pledges Securing Bonds.** The moneys deposited or to be deposited into the 2012A Debt Service Account, the 2012A Capitalized Interest Account, the 2012B Debt Service Account, the 2012B Capitalized Interest Account, the 2012C Debt Service Account, the 2012D Debt Service Account, the 2012E Debt Service Account and the 2012F Debt Service Account, including the tax receipts derived from the taxes levied pursuant to Section 19 of this ordinance, are pledged as security for the payment of the principal of and interest on the applicable series of Bonds. These pledges are made pursuant to Section 13 of the Local

Government Debt Reform Act and shall be valid and binding from the date of issuance of the Bonds. All such tax receipts and the moneys held in the foregoing Accounts shall immediately be subject to the lien of the applicable pledge without any physical delivery or further act and the lien of each such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof.

Section 31. Project Accounts. (A) The “2012A Project Account,” is hereby established as a special account of the City within the One Moline Place TIF Fund. Moneys in the 2012A Project Account shall be used for the payment of Redevelopment Project Costs described in Section 1 of this ordinance and relating to the One Moline Place Redevelopment Project Area and for the payment of costs of issuance of the 2012A Bonds, but may hereafter be reappropriated and used for other purposes if such reappropriation is permitted under Illinois law.

(B) The “2012B Project Account,” is hereby established as a special account of the City within the Moline Place Phase II and III TIF Fund. Moneys in the 2012B Project Account shall be used for the payment of Redevelopment Project Costs described in Section 1 of this ordinance and relating to the Moline Place Phase II and III Redevelopment Project Area and for the payment of costs of issuance of the 2012B Bonds, but may hereafter be reappropriated and used for other purposes if such reappropriation is permitted under Illinois law.

Section 32. Expense Accounts. (A) The “Taxable Expense Account,” is hereby established as a special account of the City. Moneys in the Taxable Expense Account shall be used for the payment of costs of issuance of the 2012C Bonds, but may hereafter be reappropriated and used for other purposes if such reappropriation is permitted under Illinois law.

(B) The “Tax-Exempt Expense Account,” is hereby established as a special account of the City. Moneys in the Tax-Exempt Expense Account shall be used for the payment of costs of issuance of the Tax-Exempt Bonds, but may hereafter be reappropriated and used for other purposes if such reappropriation is permitted by Illinois law and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds.

Section 33. Investment Regulations. All income derived from investments in respect of moneys or securities in any Account shall be credited in each case to the Account in which such moneys or securities are held.

No investment shall be made of any moneys in the Tax-Exempt Account of the 2012 Escrow Fund, the 2012D Debt Service Account, the 2012E Debt Service Account, the 2012F Debt Service Account or the Tax-Exempt Expense Account, except in accordance with the tax covenants set forth in Section 34 of this ordinance.

Any moneys in any Account that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt or in any tax-

exempt bond that is not an “investment property” within the meaning of Section 148(b)(2) of the Internal Revenue Code of 1986. The City Treasurer and agents designated by her are hereby authorized to submit, on behalf of the City, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 34. **Tax Covenants.** The City shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any Tax-Exempt Bond to become subject to federal income taxes in addition to federal income taxes to which interest on such Tax-Exempt Bond is subject on the date of original issuance thereof.

The City shall not permit any of the proceeds of the Tax-Exempt Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any Tax-Exempt Bond to constitute a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code of 1986.

The City shall not permit any of the proceeds of the Tax-Exempt Bonds or other moneys to be invested in any manner that would cause any Bond to constitute an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986 or a “hedge bond” within the meaning of Section 149(g) of the Internal Revenue Code of 1986.

The City shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986 relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

Section 35. **Tax Status of Taxable Bonds.** The City intends that any interest on the Taxable Bonds will be includible in the gross income of the owners of the Taxable Bonds for federal income tax purposes.

Section 36. **Tax Allocation Funds.** Moneys held in the One Moline Place Fund and the taxes and other moneys to be deposited therein pursuant to the Redevelopment Act are hereby pledged for the payment of Redevelopment Project Costs (as defined in the Redevelopment Act and included in the One Moline Place Redevelopment Plan) and as security for the payment of the principal of and interest on the 2012A Bonds on a parity with prior pledge of the One Moline Place TIF Fund for the benefit and security of outstanding bonds of the City, but nothing herein contained shall restrict the power of the City to pledge such moneys or taxes for the benefit and security of additional bonds pursuant to the Redevelopment Act; to subordinate the pledge made by this ordinance or to alter the use and distribution of moneys in the One Moline Place TIF Fund. Moneys held in the One Moline Place TIF Fund, which are to be used for the payment of the principal of or interest on the 2012A Bonds, may be deposited in the 2012A Debt Service Account, and upon such deposit such moneys shall be used solely for the payment of such principal and interest.

Moneys held in the Moline Place Phase II and III TIF Fund and the taxes and other moneys to be deposited therein pursuant to the Redevelopment Act are hereby pledged for the payment of Redevelopment Project Costs (as defined in the Redevelopment Act and included in the Moline Place Phase II and III Redevelopment Plan) and as security for the payment of the principal of and interest on the 2012B Bonds, but nothing herein contained shall restrict the power of the City

to pledge such moneys or taxes for the benefit and security of additional bonds pursuant to the Redevelopment Act; to subordinate the pledge made by this ordinance or to alter the use and distribution of moneys in the Moline Place Phase II and III TIF Fund. Moneys held in the Moline Place Phase II and III TIF Fund, which are to be used for the payment of the principal of or interest on the 2012B Bonds, may be deposited in the 2012B Debt Service Account, and upon such deposit such moneys shall be used solely for the payment of such principal and interest.

Moneys held in the Moline Centre TIF Fund and the taxes and other moneys to be deposited therein pursuant to the Redevelopment Act are hereby pledged for the payment of Redevelopment Project Costs (as defined in the Redevelopment Act and included in the Moline Centre Redevelopment Plan) and as security for the payment of the principal of and interest on the 2012C Bonds and 2012E Bonds on a parity with prior pledges of the Moline Centre TIF Fund for the benefit and security of outstanding bonds of the City, but nothing herein contained shall restrict the power of the City to pledge such moneys or taxes for the benefit and security of additional bonds pursuant to the Redevelopment Act; to subordinate the pledge made by this ordinance or to alter the use and distribution of moneys in the Moline Centre TIF Fund. Moneys held in the Moline Centre TIF Fund, which are to be used for the payment of the principal of or interest on (i) the 2012C Bonds, may be deposited in the 2012C Debt Service Account and (ii) the 2012E Bonds, may be deposited in the 2012E Debt Service Account, and upon such deposit such moneys shall be used solely for the payment of such principal and interest.

The foregoing pledges of moneys in the TIF Funds are subject to the limitation that moneys not required, pledged, earmarked or otherwise designated for the payment and securing of obligations and anticipated Redevelopment Project Costs shall be calculated annually and designated as “surplus” funds in accordance with Section 11-74.4-7 of the Redevelopment Act.

Section 37. **Continuing Disclosure.** For the benefit of the beneficial owners of the Bonds, the City covenants and agrees to provide to the Municipal Securities Rulemaking Board (the “MSRB”) for disclosure on the Electronic Municipal Market Access (“EMMA”) system, in an electronic format as prescribed by the MSRB, (i) an annual report containing certain financial information and operating data relating to the City and (ii) timely notices of the occurrence of certain enumerated events. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

The annual report shall be provided to the MSRB for disclosure on EMMA within 210 days after the close of the City’s fiscal year. The information to be contained in the annual report shall consist of the annual audited financial statement of the City and such additional information as noted in the Official Statement under the caption “Continuing Disclosure.” Each annual audited financial statement will conform to generally accepted accounting principles applicable to governmental units and will be prepared in accordance with standards of the Governmental Accounting Standards Board. If the audited financial statement is not available, then an unaudited financial statement shall be included in the annual report and the audited financial statement shall be provided promptly after it becomes available.

The City, in a timely manner not in excess of ten business days after the occurrence of the event, shall provide notice to the MSRB for disclosure on EMMA of any failure of the City to provide

any such annual report within the 210 day period and of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (7) modifications to rights of bondholders, if material; (8) Bond calls, if material; (9) defeasances; (10) release, substitution or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) tender offers; (13) bankruptcy, insolvency, receivership or similar event of the City; (14) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (15) appointment of a successor or additional trustee or the change of name of a trustee, if material. For the purposes of the event identified in clause (13), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

It is found and determined that the City has agreed to the undertakings contained in this Section in order to assist participating underwriters of the Bonds and brokers, dealers and municipal securities dealers in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934. The chief financial officer of the City is authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the City, each and every thing necessary to accomplish the undertakings of the City contained in this Section for so long as Rule 15c2-12(b)(5) is applicable to the Bonds and the City remains an “obligated person” under the Rule with respect to the Bonds.

The undertakings contained in this Section may be amended by the City upon a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the obligated person, or type of business conducted, provided that (a) the undertaking, as amended, would have complied with the requirements of Rule 15c2-12(b)(5) at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (b) in the opinion of nationally recognized bond counsel selected by the City, the amendment does not materially impair the interests of the beneficial owners of the Bonds.

Section 38. **Book-Entry System.** In order to provide for the initial issuance of the Bonds in a form that provides for a system of book-entry only transfers, the ownership of one fully registered Bond for each maturity of each series, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as a nominee of The Depository Trust Company, as securities depository for the Bonds. The City Treasurer is authorized to execute and deliver on behalf of the City such letters to, or agreements with, the securities depository as shall be necessary to effectuate such book-entry system.

In case at any time the securities depository shall resign or shall become incapable of acting, then the City shall appoint a successor securities depository to provide a system of book-entry only transfers for the Bonds, by written notice to the predecessor securities depository directing it to notify its participants (those persons for whom the securities depository holds securities) of the appointment of a successor securities depository.

If the system of book-entry only transfers for the Bonds is discontinued, then the City shall issue and the bond registrar shall authenticate, register and deliver to the beneficial owners of the Bonds, bond certificates in replacement of such beneficial owners' beneficial interests in the Bonds, all as shown in the records maintained by the securities depository.

Section 39. **Defeasance and Payment of Bonds.** (A) If the City shall pay or cause to be paid to the registered owners of the Bonds, the principal and interest due or to become due thereon, at the times and in the manner stipulated therein and in this ordinance, then the pledge of taxes, securities and funds hereby pledged and the covenants, agreements and other obligations of the City to the registered owners and the beneficial owners of the Bonds shall be discharged and satisfied.

(B) Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning of Paragraph (A) of this Section if (1) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) "Federal Obligations" as defined in Paragraph (C) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal of, redemption premium, if any, and interest due and to become due on said Bonds on and prior to the applicable redemption date or maturity date thereof.

(C) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, or (iii) non-callable, non-prepayable coupons or interest installments from the securities described

in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America.

Section 40. **Ordinance to Constitute a Contract.** The provisions of this ordinance shall constitute a contract between the City and the registered owners of the Bonds. Except as otherwise provided in this ordinance and in the Redevelopment Act with respect to the pledge of money in a special tax allocation fund, any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Bonds of like series. All of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this ordinance. This ordinance shall constitute full authority for the issuance of the Bonds and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the City, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 41. **Publication.** The City Clerk is hereby authorized and directed to publish this ordinance in pamphlet form and to file copies thereof for public inspection in her office.

Section 42. **Effective Date.** This ordinance shall become effective upon its passage and approval.

Passed and adopted this 28th day of February, 2012, by roll call vote as follows:

Ayes:

Nays:

Approved: February 28, 2012

Mayor

Published in pamphlet form: February 29, 2012

(SEAL)

Attest:

City Clerk

Approved as to form:

City Attorney

CERTIFICATE

I, Tracy A. Koranda, City Clerk of the City of Moline, Illinois, hereby certify that the foregoing ordinance entitled: "An Ordinance Authorizing the Issuance of General Obligation Bonds of 2012 of the City of Moline, Illinois," is a true copy of an original ordinance which was duly adopted by the recorded affirmative votes of not less than six members of the City Council of the City at a meeting thereof which was duly called and held at 7:45 p.m. on February 28, 2012, at City Hall, and at which a quorum was present and acting throughout, and that said copy has been compared by me with the original ordinance signed by the Mayor of the City on February 28, 2012, and thereafter published in pamphlet form on February 29, 2012, and recorded in the Ordinance Book of the City and that it is a correct transcript thereof and of the whole of said ordinance, and that said ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I further certify that the agenda for said meeting included the ordinance as a matter to be considered at the meeting and that said agenda was posted at least 48 hours in advance of the holding of the meeting in the manner required by the Open Meetings Act, 5 Illinois Compiled Statutes 120.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City
this _____ day of _____, 2012.

City Clerk

(SEAL)

Council Bill/Resolution No.: 1145-2012

Sponsor: _____

A RESOLUTION

APPROVING a Memorandum of Understanding Related to the Cost Sharing of Aesthetic and Local Utility Improvements included in the I-74 Bridge Replacement Project.

WHEREAS, Council previously agreed in principle that a bike path with an overlook area, decorative lighting, and various other aesthetic improvements should be included in the new I-74 bridge corridor and that the City of Moline would participate in funding the additional cost of adding these improvements; and

WHEREAS, design work has progressed to the point where the estimated construction cost for the aesthetic improvements are now known and the cost sharing can be formalized in a Memorandum of Understanding; and

WHEREAS, the City's portion of the estimated \$38,410,000 aesthetic improvement is \$2,082,000 or roughly 5.4% of the total; and

WHEREAS, said improvements will be included in the bridge replacement projects and Moline will be invoiced for the actual cost after the work is complete.

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

CITY OF MOLINE, ILLINOIS

Mayor

February 28, 2012
Date

Passed: February 28, 2012

Approved: March 6, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

MEMORANDUM OF UNDERSTANDING

**BETWEEN
THE
STATE OF ILLINOIS, STATE OF IOWA,
CITY OF MOLINE, ILLINOIS,
CITY OF BETTENDORF, IOWA AND
CITY OF DAVENPORT, IOWA**

**FOR THE
ASSIGNMENT OF AESTHETIC INSTALLATION COSTS
AND MAINTENANCE RESPONSIBILITIES
AS PART OF THE INTERSTATE 74 CORRIDOR WHICH INCLUDES
A NEW REPLACEMENT
INTERSTATE 74 MISSISSIPPI RIVER BRIDGE
BETWEEN MOLINE, ILLINOIS AND BETTENDORF, IOWA**

**IOWA DEPARTMENT OF TRANSPORTATION
Memorandum of Understanding**

County	Scott
Party	State of Illinois
Project No.	IM-074-1(161)4--13-82
Iowa DOT	
Agreement No.	2011-IL-120
Staff Action No.	
Illinois DOT	
Agreement No.	MOU-2-11-050

This Memorandum of Understanding (hereinafter, "MOU"), entered into and executed in quintuplicate between the State of Illinois, acting by and through the Illinois Department of Transportation (hereinafter, "ILLINOIS"); the State of Iowa, acting by and through the Iowa Department of Transportation (hereinafter, "IOWA"); the City of Moline, Illinois (hereinafter, "MOLINE"); the City of Bettendorf, Iowa (hereinafter, "BETTENDORF"); and the City of Davenport, Iowa (hereinafter, "DAVENPORT"), and in accordance with 761 Iowa Administrative Code Chapter 150 and Iowa Code Sections 28E.3, 28E.12 and 306A.7, the Illinois Highway Code (605 ILCS 5/1-101 *et seq.*), and the Intergovernmental Cooperation Act (5 220/1 *et seq.*), expresses the intent of the parties commitment to provide aesthetic features and necessary maintenance and operation responsibilities within the Iowa/Illinois I-74 Corridor between the cities of Davenport and Bettendorf, Iowa and Moline, Illinois.

WITNESSETH;

WHEREAS, ILLINOIS and IOWA have decided to jointly participate in the design and construction of capacity and operational improvements, including the replacement of the existing Mississippi River Bridge within the Interstate 74 corridor between the Avenue of the Cities in Moline, Illinois and 53rd Street in Davenport, Iowa, hereinafter called the "project"; and

WHEREAS, final design for the project is underway and in order to proceed with the final design, assumptions regarding aesthetic components of the project must be made.

WHEREAS, ILLINOIS, IOWA, MOLINE, BETTENDORF and DAVENPORT wish to clarify their respective understanding and intention in regards to future obligations related to installation, maintenance and operational costs and responsibilities of the aesthetic components; and

NOW, THEREFORE, in consideration of the above, it is hereby understood as follows:

General Provisions

1. For the purposes of this Memorandum of Understanding, aesthetic components include:
 - A. Designated pedestrian/bicycle accommodations, including associated lighting.
 - B. Lighting installed with its main objective to provide aesthetic value, not safety. Such lighting includes lighting for the piers, overlook areas, identity pylons, and river bridge arch span.
 - C. Pedestrian overlook located mid-span of the river crossing bridge.
 - D. The associated costs of the "reflections" shape of the piers above the base cost of a standard pier.
 - E. The associated costs of the aesthetic treatments to the retaining walls and noise abatement walls above the base cost of a standard wall. This Memorandum of Understanding assumes the aesthetic treatments involve the use of patterned liners for

- the wall panels.
 - F. Banners.
 - G. Gateway features.
 - H. Identity pylons.
 - I. The associated costs for an aesthetic railing on an overhead bridge above the cost of a fence.
 - J. The associated costs for a combination steel and concrete traffic barrier above the cost of a standard (e.g. "F" shape all-concrete) traffic barrier.
 - K. The associated cost for aesthetic bridge abutments and maskwalls requiring formliners and complex formwork above the standard abutments.
 - L. The associated cost for aesthetic light poles and luminaires above the base cost of standard poles and luminaires.
 - M. Water features and the associated costs for wet detention basin above the base cost of a dry detention basin.
2. Cost Sharing. The parties agree to the sharing of costs for the project as described herein and further illustrated in Exhibit A. It is the understanding of the parties that the amounts shown in Exhibit A are estimates based on the status of design at the time of execution of this MOU. It is further understood each party's proportionate share of actual costs shall be based on updated costs based on final design and scheduled time of lettings.
- A. The parties recognized the basket handle arch design and concrete rib design for the river bridge add aesthetic qualities to the project. However, for the purpose of this MOU, additional costs associated with them, if any, are considered base costs, not aesthetic costs.
 - B. Installation and maintenance costs of aesthetic landscaping will be addressed in a future agreement and/or Memorandum of Understanding.
 - C. The five parties shall enter into an Agreement, to be executed prior to the letting of the first contract(s) for the aesthetics construction which confirms each party's respective responsibilities and cost sharing commitment as described in this MOU

Miscellaneous Provisions

3. Federal and State Funding Availability. The execution of this MOU by ILLINOIS and IOWA, with MOLINE, BETTENDORF and DAVENPORT, does not guarantee that additional Federal monies will be available for completion of the aesthetic improvements as described herein. Furthermore, should sufficient Federal Earmarks designated to ILLINOIS and/or IOWA not become available in the future as needed to construct the aesthetic improvements described herein, ILLINOIS and IOWA shall mutually agree, as well as coordinate with MOLINE, BETTENDORF, and DAVENPORT, whether or not to proceed with completion of said improvements using normal federal authorizations received by each state, as well as state program funding sources. Furthermore, ILLINOIS and IOWA's obligations shall cease immediately without penalty of further payment being required, in any year for with the General Assembly of the State of Illinois or State of Iowa or federal funding source for services rendered under this MOU fails to make an appropriation or reappropriation to pay such obligations and ILLINOIS' and IOWA's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to ILLINOIS or IOWA to meet such obligations.

4. Third Party Beneficiaries. It is the intent of the parties that no third party beneficiaries be created by this MOU.
5. Validity. If any section, provision, or part of this MOU shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the MOU as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
6. Conflicts. If any conflicts are found between state codes/administrative rules and this MOU regarding cost sharing, the state codes/administrative rules shall govern.
7. Duplication. This MOU shall be executed in quintuplicate counterparts, each of which so executed shall be deemed to be an original.
8. Entirety. This document represents the entire MOU between the parties regarding this action. Any subsequent change or modification to the terms of this MOU shall be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed in quintuplicate by their properly authorized officers as of the day and year written.

ILLINOIS DEPARTMENT OF TRANSPORTATION:

BY: _____ Date
Secretary

BY: _____ Date
Christine M. Reed, P.E.
Director of Highways/Chief Engineer

BY: _____ Date
Matthew R. Hughes
Acting Director - Finance & Administration

IOWA DEPARTMENT OF TRANSPORTATION:

BY: _____, 20__
James R. Schnobelen Date
District Engineer
District 6

CITY OF MOLINE, ILLINOIS:

BY: _____, 20__
Title: Mayor

I, _____, certify that I am the Clerk of the CITY, and that _____,
who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on
the _____ day of _____, 20____.

Signed: _____
City Clerk of Moline, Illinois

CITY OF BETTENDORF, IOWA:

BY: _____, 20__
Title: Mayor

I, _____, certify that I am the Clerk of the CITY, and that _____,
who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on
the _____ day of _____, 20_____.

Signed: _____
City Clerk of Bettendorf, Iowa.

CITY OF DAVENPORT, IOWA:

BY: _____, 20__
Title: Mayor

I, _____, certify that I am the Clerk of the CITY, and that _____,
who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on
the _____ day of _____, 20_____.

Signed: _____
City Clerk of Davenport, Iowa.

Item	Installation Costs							Operating / Maintenance Costs
	Cost Sharing	Rough Cost Estimate - Aesthetic / Aesthetic Premium						
		IA	IL	Davenport	Bettendorf	Moline	TOTAL	
Basket Handle Arch Design - potential cost premium over other designs	DOTs - consider current design as base for purposes of an agreement							DOTs
Concrete Rib	N/A. Assumed no cost premium related to aesthetics							DOTs
Ped/Bike Trail	DOTs for bike ped bridge on I-74 main line structure. Other bike ped costs will be local costs.	\$ 8,280,000	\$ 8,280,000	\$ -	\$ 105,000	\$ 105,000	\$ 16,770,000	Bike/ped trail on I-74 main line structure - DOTs maintain structural integrity and pedestrian railing. Locals perform surface maintenance (sweeping, plowing, pavement markings), maintenance of trail appurtenances such as benches and trash cans, trail signage, personal security devices, graffiti removal, and litter pickup. Other bike ped costs will be local costs.
Bike/ Ped Trail lighting	DOTs for Conduit, Junction boxes, handholes, anchor bolts. Cable, Fixtures 100% local	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ 40,000	100% local cost
Bike/Ped Let Down Structure in Bettendorf	100% City of Bettendorf	\$ -	\$ -	\$ -	\$ 1,690,000	\$ -	\$ 1,690,000	100% City of Bettendorf
Arch Lighting	DOTs for Conduit, Junction boxes, anchor bolts. Cable, Fiber Optics, Fixtures, Programming 100% Local	\$ 430,000	\$ 430,000	\$ -	\$ 400,000	\$ 400,000	\$ 1,660,000	100% local cost
Arch Lighting - cost premium for color LED system	100% local cost	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000	\$ 70,000	100% local cost
Pier Lighting - River Piers (see also NOTE 1 below)	DOTs for Conduit, Junction boxes, handholes, anchor bolts (main span split 50/50, Iowa viaduct. 100% Iowa DOT). Cable, Fixtures 100% Local	\$ 760,000	\$ 630,000	\$ -	\$ 946,000	\$ 774,000	\$ 3,110,000	100% local cost
Pier Lighting - Viaduct Piers (see also NOTE 1 below)	DOTs for Conduit, Junction boxes, trenching/backfill, anchor bolts, handholes (assigned to state viaduct is in). Cable, Fixtures 100% Local	\$ 90,000	\$ 90,000	\$ -	\$ 210,000	\$ 210,000	\$ 600,000	100% local cost
Overlook Lighting	DOTs for Conduit, Junction boxes, anchor bolts. Cable, Fixtures 100% local	\$ 40,000	\$ 40,000	\$ -	\$ 75,000	\$ 75,000	\$ 230,000	100% local cost
Overlook	Benches, pylons, and other aesthetic appurtenances 100% local - 50% Bettendorf, 50% Moline. Remaining overlook costs, including glass floor and railing, 100% DOTs' cost	\$ 450,000	\$ 450,000	\$ -	\$ 30,000	\$ 30,000	\$ 960,000	DOTs maintain structural integrity, including glass floor and railing. Locals perform surface maintenance (sweeping, plowing), maintenance of appurtenances such as pylons, benches and trash cans, signage, personal security devices, graffiti removal, and litter pickup.
Reflections Piers	DOTs (River Crossing 50/50, ramps, approaches, viaducts assigned per state)	\$ 2,610,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 4,310,000	DOTs (River Crossing 50/50, ramps, approaches, viaducts assigned per state)
Retaining Walls	DOTs - assigned per state	\$ 400,000	\$ 650,000	\$ -	\$ -	\$ -	\$ 1,050,000	DOTs - assigned per state
Identity Elements - Banners	100% local cost	\$ -	\$ -	\$ 69,000	\$ 123,000	\$ 108,000	\$ 300,000	100% local cost
Identity Elements - Neighborhood gateways (11)	100% local cost	\$ -	\$ -	\$ 246,000	\$ 418,000	\$ 246,000	\$ 910,000	100% local cost
Identity Elements - Pylons at River Crossings (4)	DOTs	\$ 240,000	\$ 240,000	\$ -	\$ -	\$ -	\$ 480,000	100% local cost
Identity Elements - lighting (all)	100% local cost	\$ -	\$ -	\$ 54,000	\$ 127,000	\$ 89,000	\$ 270,000	100% local cost
Pedestrian Railing - 53rd St & Lincoln Rd	IA DOT	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ 160,000	IA DOT
Traffic Barrier on Bridges	DOTs (River crossing costs shared 50/50 between states. Ramps, approaches, viaducts assigned per state.)	\$ 2,200,000	\$ 2,070,000	\$ -	\$ -	\$ -	\$ 4,270,000	DOTs (River Crossing 50/50, ramps, approaches, viaducts assigned per state)
Noise Abatement Walls	DOTs - assigned per state	\$ 70,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 170,000	DOTs - assigned per state
Abutments / Maskwalls	DOTs (River crossing costs shared 50/50 between states. Ramps, approaches, viaducts assigned per state.)	\$ 210,000	\$ 70,000	\$ -	\$ -	\$ -	\$ 280,000	DOTs (River Crossing 50/50, ramps, approaches, viaducts assigned per state)
Roadway Lighting	DOTs (River Crossing 50/50, other assigned per state)	\$ 260,000	\$ 140,000	\$ -	\$ -	\$ -	\$ 400,000	DOTs (River Crossing 50/50, other assigned per state)
Water Feature / Wet Detention	100% City of Bettendorf, includes water feature & extra cost of wet detention	\$ -	\$ -	\$ -	\$ 550,000	\$ -	\$ 550,000	100% City of Bettendorf
67 Street Overpass (ped railing, traffic barrier, maskwall)	IA DOT	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ 130,000	IA DOT
TOTALS (Excludes Arch Design, Landscaping. 10% contingency spread equally among items)		\$ 16,340,000	\$ 14,900,000	\$ 369,000	\$ 4,719,000	\$ 2,082,000	\$ 38,410,000	

- NOTES:
1. River Pier Lighting here refers to areas where full height pier lighting is applied, including several that are part of the Iowa Viaduct. Viaduct Pier lighting refers to the area where the triangular pier openings at lit.
 2. Where noted as "DOTs", responsibility and/or cost shared equally between Iowa and Illinois or agreed to be reviewed at a later date

Council Bill/Resolution No. 1146-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Development Agreement between the City of Moline and Berglund Flats, LLC to facilitate the rehabilitation of property located at 1317—1321 5th Avenue, Moline, IL.

WHEREAS, the total project cost is approximately \$2,500,000 which will include the Developer's purchase of the property's building and land and rehabilitation of the property to include commercial space and 28 lofts apartments which will be located in the TIF #1 District; and

WHEREAS, the Developer has requested a property tax rebate from the net incremental real estate taxes to make the project financially feasible so City's total payment from the net increment shall not exceed 15% of the total project costs and shall not extend beyond the TIF district's expiration date of December 31, 2021.

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 Agreement between the City of Moline and Berglund Flats, LLC to facilitate the rehabilitation of property located at 1317—1321 5th Avenue, Moline, IL.; provided said Agreement is substantially similar in 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

February 28, 2012

Date

Passed: February 28, 2012

Approved: March 6, 2012

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

BERGLUND FLATS, LLC

THIS INDENTURE ("Agreement") made and entered into on this _____ day of _____, 2012, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and Berglund Flats, LLC, an Illinois Limited Liability Company ("Developer").

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 District (TIF) enacted pursuant to the 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) located at 1317-1321 5th Avenue; and

WHEREAS, the Redevelopment Project shall consist of the following elements, to-wit:

- i. Purchase of the building at 1317-1321 5th Avenue and land identified as parcel number 08-5548;
- ii. Rehabilitation of 1317-1321 5th Avenue into commercial space on the first floor and 28 loft apartments on the second and third floors.

The foregoing elements of the Berglund Flats Project shall hereinafter be collectively referred to as the "Redevelopment Project" unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel number 08-5548, which is more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by this reference thereto ("Property"); and

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City's architectural and social history, thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand housing opportunities and create commercial enterprises 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 B, attached hereto and incorporated by reference herein:

- A. Maximum TIF Payment. The City's total payment paid from the net incremental real estate tax generated by the Redevelopment Project under this Section I shall not exceed fifteen percent (15%) of the total costs for the Redevelopment Project and shall not extend beyond December 31, 2021, which is the expiration of the property tax TIF district.

The estimated total project cost for the Redevelopment Project is Two Million Five Hundred Thousand Dollars (\$2,500,000). Fifteen percent (15%) of such total project costs equals Three Hundred Seventy Five Thousand Dollars (\$375,000). In no event shall the maximum total assistance ever exceed Three Hundred Seventy Five Thousand Dollars (\$375,000) distributed from the property tax rebate. 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%).

- B. Property Tax Rebate. The City shall pay through its TIF Fund to Developer the net incremental annual real estate taxes as follows:
- ❖ 100%: 2014, 2015, 2016, 2017, 2018
 - ❖ 30.5% for one year – 2019 or until the final payment is made or the TIF District expires in 2021, it being understood that should the Maximum TIF Payment be paid prior to any of the dates listed on this schedule, then no additional amount will be due or

owing from the City. In no event will any payment be made after 2021.

The net incremental annual real estate taxes shall be used by the Developer only to pay for eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3) as illustrated in Exhibit C, "Redevelopment Project Costs," attached hereto and incorporated herein by this reference, subject to the maximum identified in I.A. above. The base year for computation purposes of the net annual increment is agreed to be the annual real estate taxes for parcel 08-5548; the base Equalized Assessed Valuation (EAV) for the base year 2011 is \$59,605. The property tax rebate period will start with assessment year 2013 and payment year 2014. An illustrative example of the payments called for under this paragraph is shown in Exhibit D attached hereto and incorporated by reference herein; the percentages shown on Exhibit D shall be the percentage of payments made under this paragraph. The percentage payment shall be from the incremental property tax generated solely by the Property, and paid to the City's TIF Account; the City shall remit to the Developer within thirty-days (30) after receipt of total annual payment into said City's TIF Account from Rock Island County. In the event that the Incremental Real Estate Taxes generated are less than the amount shown on Exhibit D, then the percentage of net Incremental Real Estate Taxes generated by the Redevelopment Project will be paid to the Developer for the particular year in question as set forth above. The parties agree that the figures shown in Exhibit D 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.

- C. 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 C) incurred or incidental to the Redevelopment Plan and Redevelopment Project.
- D. Final Payment. Upon final payment of the amount specified in paragraph I.A., above, or upon making the final payment as specified in I.B. above, 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.
- E. 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.

- F. Enterprise Zone Benefits. The 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. The City will cooperate and assist the Developer in its application for all Enterprise Zone benefits, if any, but the City does not warrant or assure or guarantee that any such benefits will be available to the Developer.
- 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.

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, including without limitation, the City's Design/Build Management Team ("DBMT") process.
- B. Developer agrees to complete the following project elements:
 - i. Purchase of the building at 1317-1321 5th Avenue and land identified as parcel number 08-5548;
 - ii. Rehabilitation of 1317-1321 5th Avenue into commercial space on the first floor and 28 loft apartments on the second and third floors.
- 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 Code Compliance Manager or 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 Code Compliance Manager or Building Official and Fire Chief.

- D. Assessed Valuation. Developer agrees to a minimum equalized assessed value of Eight Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars (\$833,333) and a minimum fair market value of Two Million Five Hundred Thousand Dollars (\$2,500,000). Developer agrees not to appeal the annual assessed valuation of the Property as determined by the Moline Township Assessor until the expiration of this TIF district, provided that any such assessment is consistent with that of comparable properties within the City's Tax Increment Financing District #1.

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, which have been independently verified by a third party mutually agreed to by City and Developer, at Developer's expense. Failure to provide an independently verified accounting of project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs I. A and I. B, preceding, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

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 Illinois Limited Liability Company duly organized and existing under the laws of 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 operating 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, 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). For the purposes of this paragraph, 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 Five Million and No/100 Dollars (\$5,000,000.00). 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. ASSIGNMENT OF INCENTIVES.

The City acknowledges that as further security for a loan to Bergland Flats, LLC, ("Assignor"), Assignor may assign its payment rights, if any accrue and are owing pursuant to this Development Agreement and as long as Assignor is not in material breach of this Development Agreement, to a qualified bank ("Lender"). The City agrees to consent to such assignment as long as the terms of such assignment are reasonable and not otherwise contrary to this Development Agreement. The City acknowledges that consent to such an assignment is a material inducement to Lender to enter into a loan transaction, and, without execution and delivery of the Consent, Lender will not enter into a loan transaction.

X. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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: Berglund Flats, LLC
Attn: Mark Roemer
2550 Middle Road
Bettendorf, IA 52722

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

XV. COUNTERPARTS.

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

XVI. HEADINGS.

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

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

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

(Signature provisions on following page)
THE CITY OF MOLINE, ILLINOIS

BERGLUND FLATS, LLC

DATED: _____

DATED: _____

By: _____
Donald Welvaert, Mayor

By: _____
Mark Roemer, Manager

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 _____, 2012, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **DONALD WELVAERT** 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 _____)
)
COUNTY OF _____) SS:

On this _____ day of _____, 2012, before me, a Notary Public in and for said County and State aforesaid, personally appeared **MARK ROEMER** to me personally known, who being by me duly sworn (or affirmed) did say that he is the Manager of **BERGLUND FLATS, LLC**, and that said instrument was signed on behalf of the limited liability company; **MARK ROEMER** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)

NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

Lot 7 in Block 27 in that part of the City of Moline known as and called the Old or Original Town of Moline, Illinois.

EXHIBIT B
DEVELOPMENT TIMETABLE

EXHIBIT C
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

EXHIBIT D

ILLUSTRATIVE EXAMPLE OF FINANCIAL ASSISTANCE

\$ 2,500,000	Total Project Cost	1.5% Growth
\$ 375,000	Rebate Amount (15%)	

No. Of Yrs.	Assmt Yr	Payable Yr	Net Prop. Tax Ince.	Prop. Tax Rebate	<i>% Dev'r. PTX Rebate</i>
1	2013	2014	\$68,442.00	\$68,442.00	100%
2	2014	2015	\$69,468.63	\$69,468.63	100%
3	2015	2016	\$70,510.66	\$70,510.66	100%
4	2016	2017	\$71,568.32	\$71,568.32	100%
5	2017	2018	\$72,641.84	\$72,641.84	100%
6	2018	2019	\$73,731.47	\$22,488.10	30.5%
7	2019	2020	\$74,837.44	\$0.00	0%
8	2020	2021	\$75,960.01	\$0.00	0%
9	2021	2022	\$0.00	\$0.00	0%
10	2022	2023	\$0.00	\$0.00	0%
11	2023	2024	\$0.00	\$0.00	0%
12	2024	2025	\$0.00	\$0.00	0%
13	2025	2026	\$0.00	\$0.00	0%
Total			\$577,160.37	\$375,119.55	

2012 Façade	\$10,000
Property Rebate	<u>\$365,000</u>
Total	\$375,000

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 United Automobile Aerospace and Agricultural Implement Workers of America (UAW), Local 2282, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2016-December 31, 2016; and

AUTHORIZING the Mayor and City Clerk to execute an agreement incorporating said changes with the United Automobile Aerospace and Agricultural Implement Workers of America (UAW), Local 2282, relating to wages, hours of work and certain other conditions of employment.

NOW, THEREFORE 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 United Automobile Aerospace and Agricultural Implement Workers of America (UAW), Local 2282, for the contract term January 1, 2012-December 31, 2016, 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 United Automobile Aerospace and Agricultural Implement Workers of America (UAW), Local 2282, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2012-December 31, 2016, provided said Local 2282 has previously ratified said agreement and provided said agreement is substantially similar in 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 approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 28, 2012

Date

Passed: February 28, 2012

Approved: March 6, 2012

Attest: _____

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

January 19, 2012

**Tentative Agreement between
the City of Moline and UAW, Local #2282 Amalgamated**

The following are proposals for changes to the collective bargaining agreement which have been tentatively agreed to by the City of Moline and UAW Local 2282 Amalgamated subject to ratification by the Union and approval by the Library Board and City Council.

4:01 The employer, at its own expense, shall place one bulletin board, not to exceed approximately two (2) feet by three (3) feet in size in the ~~downtown library and in the southeast library~~ **Moline Public Library** for Local 2282's use. The location of said bulletin ~~boards~~ **board** is subject to the approval of employer. The ~~boards~~ **board** shall be used only for the following subjects:

* * * *

5:07 The chairperson of the grievance committee shall, within twenty (20) days from the effective date of the agreement, certify in writing to the library director and the ~~management services officer~~ **human resources manager**, a list of those who are representatives specified in this article. Changes in this list shall be certified by the chairperson promptly to the library director and the ~~management services officer~~ **human resources manager**. The employer shall not recognize any uncertified representative or, if certified, a representative who has not completed the probationary period.

* * * *

7:033 Step 3. If the grievance is not settled at Step 2, it may be presented in writing by the aggrieved employee or the union representative to the library director within five (5) days after the library director's response is due. The library director shall notify the president of the board of trustees of receipt of said Step 3 grievance within five (5) days of receipt thereof. The president shall cause a hearing to be held on said grievance either by the executive committee of the board or the full board within fifteen (15) days of notification. The board shall render a decision in writing no later than three (3) working days after the first regular board meeting held after completion of the hearing. A complete copy of the grievance file, including the grievance, meeting notices and responses at each step will be forwarded to the ~~Management Services Office~~ **Human Resources Office** at city hall.

* * * *

9:161 Any employee may bid on a posted vacancy of any regular assignment by applying in writing to the ~~Management Services Office~~ **Human Resources Office** on official city forms available from the ~~Management Services Office~~ **Human Resources Office** before the end of the posting period.

* * * *

10:13 Full-time employees may elect to take compensatory time rather than overtime pay with written authorization of the department head. Employees desiring to take compensatory time must request such practice, in writing quarterly, as the employer shall provide and said election may not be revoked during said quarter. Compensatory time shall be accumulated at the rate of one-and-one-half (1-1/2) hours for each hour worked in excess of forty (40) hours per workweek or in excess of eight (8) hours per workday and credited at the end of each payroll. Compensatory time shall not be accumulated beyond ~~fifty-six (56)~~ **eighty (80)** hours of compensatory time in any quarter and, if any employee has accumulated ~~fifty-six (56)~~ **eighty (80)** hours of compensatory time in any quarter, they shall not accumulate any more compensatory time until the accumulation is reduced below ~~fifty-six (56)~~ **eighty (80)** hours and shall be paid time-and-one-half (1-1/2) for hours that would qualify for compensatory time accumulation but for this limitation. Compensatory time may be used, upon request, as approved and scheduled by the supervisor in half-hour increments for normal workdays.

* * * *

11:08 Definitions. For purposes of this Article and the Agreement, the following terms shall have the meaning ascribed to them:

11:081 Abuse of Sick Leave. "Abuse of sick leave" may mean any instance where an employee attempts to use accumulated sick leave for a purpose not set forth in 11:021 above, exceeds the maximum personal leave established in 11:07 above, exceeds sick leave accrual balance, fails to provide a physician's certificate as required by 11:04 and 11:05 above, fails to provide proper notification as set out in 11:03 and 11:071 or has more than six (6) occurrences of sick leave use within six (6) calendar months. An occurrence shall not be considered to have happened when personal days are properly scheduled and used or when sick leave use is made for doctor's appointments with at least forty-eight (48) hours advance notice.

* * * *

(BEREAVEMENT LEAVE)

12:05 When death occurs in the immediate family of a regular employee and the employee attends the funeral or is required to make arrangements therefore, the employee shall be excused and paid for a reasonable amount of time lost from work because of the death. Bereavement leave may begin on the day of the death or on the day after the death and shall continue over the next regularly scheduled workdays, but in no event shall it exceed four (4) normal workdays. **Bereavement leave may also be used for delayed burial or memorial services and, in such cases, days taken need not be taken consecutively, but in no event shall said leave exceed four (4) normal workdays.** For the purpose of this section, members of an employee's immediate family shall include the employee's grandmother, grandfather, granddaughter, grandson, father, mother, mother-in-law,

father-in-law, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchild, stepfather, stepmother, stepbrother, stepsister, spouse's grandmother or grandfather or any significant other person residing in the same household as the employee. For purposes of this paragraph, "significant other person" shall mean those included as relatives in the nepotism policy of the employer. The employee shall be allowed to use an additional two (2) days of earned paid leave or excused unpaid leave in conjunction with bereavement leave.

* * * *

12:011 Application for duty disability leave shall be made in writing to the department head within twenty-four (24) hours of the incident giving rise to the disability or within twenty-four (24) hours of the time the employee learns or should have learned of the events or condition giving rise to the claim for duty disability leave, whichever is later. The application shall be combined with the accident report to be completed as one form by the employee. Failure to make application within the required time period shall result in loss of right to duty disability leave and to sick leave for said disability or condition. The employee shall submit, within ten (10) days of submitting said application, satisfactory certification of the disability by a physician. The City, however, reserves the right to have the ~~Management Services Office~~ **human resources manager** make a final determination of all claims for duty disability leave. Any disability leave shall be granted only for claims that are found to be compensable under the Workers' Compensation Act of the State of Illinois.

* * * *

13:01 The employer shall observe the following days as holidays and may shut down all or part of its operations on said days at its discretion:

- New Year's Day
- President's Day
- Spring Holiday
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Day After
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Should one of the days above specified fall on a Sunday, the holiday shall be observed on the following Monday. **If one of the days above specified fall on a Friday, the holiday shall be observed on that Friday; however, for those not**

scheduled to work on that date, there shall be added to their floating holidays one (1) additional day. If one of the days above specified fall on a Saturday, the holiday shall be observed on that Saturday; however, for those not scheduled to work on that date, there shall be added to their floating holidays one (1) additional day.

All non-probationary, regular city employees are entitled to leave with pay for one (1) normal workday in the calendar month in which the employee's birthday falls. **In order for a non-probationary, regular employee to accrue a birthday holiday, his/her actual birthday must occur after his/her probationary period has ended.** Said leave shall be requested as set forth in 13:012. If an employee's request for leave is not approved and if no other day can be mutually agreed upon by the employee and the department director, the employee shall be entitled to pay at the rate of two-and-one-half (2-1/2) times the employee's regular rate of pay for all time worked on the day requested.

* * * *

14:082 The employer may make reasonable rules concerning the maximum number of employees off for any reason and may limit said rules ~~to one or both branches or~~ to one or more departments.

* * * *

14:09 Vacation leave requests of thirty-two (32) hours or less must be made to the employee's immediate supervisor at least forty-eight (48) hours prior to the leave's commencement. **Vacation leave requests of more than thirty-two (32) consecutive hours must be made to the employee's immediate supervisor at least fourteen (14) calendar days prior to the leave's commencement.** Such requests will be granted as staffing permits on a first-come, first-serve basis and shall be subject to any rules issued pursuant to 14:082.

* * * *

15:01 On or after the beginning of the first payroll period beginning on or after ~~January 1, 2006~~ **January 1, 2012**, employees shall receive a ~~three and three tenths percent (3.30%)~~ **zero percent (0%)** across-the-board general wage increase applied to their then current rate.

15:011 On or after the beginning of the first payroll period beginning on or after ~~January 1, 2007~~ **January 1, 2013**, employees shall receive a ~~three percent (3.00%)~~ **one percent (1.00%)** general wage increase applied to their then current rate.

15:012 On or after the beginning of the first payroll period beginning on or after ~~January 1, 2008~~ **January 1, 2014**, employees shall receive a ~~three percent (3.00%)~~ **one percent (1.00%)** across-the-board general wage increase applied to their then current rate.

15:013 On or after the beginning of the first payroll period beginning on or after ~~January 1, 2009~~ **January 1, 2015**, employees shall receive a ~~three percent (3.00%)~~ **one-and-one-half percent (1.50%)** across-the-board general wage increase applied to their then current rate.

15:014 On or after the beginning of the first payroll period beginning on or after ~~January 1, 2010~~ **January 1, 2016**, employees shall receive a ~~three percent (3.00%)~~ **one-and-one-half percent (1.50%)** across-the-board general wage increase applied to their then current rate.

~~15:015 On or after the beginning of the first payroll period beginning on or after January 1, 2011, employees shall receive a three and three tenths percent (3.30%) across-the-board general wage increase applied to their then current rate.~~

* * * *

(PAY RANGE)

15:03 Each employee shall be assigned to a pay range having a minimum and maximum rate as shown in the attached Exhibit "E". The minimum and maximum of each pay range shall be adjusted on the same dates and in the same percentages as the general wage increases as stated in Paragraph 15:01.

* * * *

(HEALTH INSURANCE PROGRAM)

17:01 A health insurance, prescription drug, dental benefit and vision benefit program as described in the City of Moline Health Benefit Plan booklet (hereinafter referred to as "health insurance program"), shall be offered to all regular employees. The actual plan document shall be the basis of any final interpretation for eligibility and benefits.

Refer to Exhibit F for premium and benefit changes and for premium increases effective ~~January 1, 2006, January 1, 2007, January 1, 2008, January 1, 2009, January 1, 2010 and January 1, 2011~~ **January 1, 2012, January 1, 2013, January 1, 2014, January 1, 2015 and January 1, 2016.**

In the event the cost of insurance exceeds the established caps in effect ~~January 1, 2007~~ **January 1, 2013**, or each January 1st from ~~2008 through 2011~~ **2014 through 2016**, either party may notify the other of their intent to modify, in writing, no later than October 1 of each year.

* * * *

(CONTINUATION OF COVERAGE AFTER RETIREMENT)

17:04 The city will pay the employer's share of the health insurance premiums of the City of Moline's group health insurance program for retired employees aged 50 to 65 and for those employees who are on a disability pension at any age. However, the city shall not pay the health insurance premium for those retired who are eligible to be covered by

another health insurance program due to subsequent employment. Furthermore, the city shall require the retired or disabled employee to file a statement annually indicating that they are not eligible through employment with another employer to be covered by another health insurance program. If a retiree once eligible becomes ineligible to be covered by another health insurance program or leaves said employment, that retiree shall be allowed coverage under the city's group health insurance program, but at retiree's cost. However, any coverage under said group health insurance shall be such that Medicare shall be the primary coverage.

Retired employees, for purposes of the article, include only those having eight (8) years of service or more at the time of retirement and who received a pension for that service at the time of retirement.

Any retiree only shall have the right to choose coverage for themselves and their dependents under medical, prescription drug, dental and vision coverage and may not omit any of the coverages.

Refer to Exhibit F for premium and benefit changes and for premium increases effective on ~~January 1, 2006, January 1, 2007, January 1, 2008, January 1, 2009, January 1, 2010 and January 1, 2011~~ **January 1, 2012, January 1, 2013, January 1, 2014, January 1, 2015 and January 1, 2016**. However, the city may increase monthly retiree contributions, if the cost of insurance substantially increases; provided, however, that any such increases shall be based upon any increase in the total premium to be paid by retirees under 50 with dependents under 65. Any such increases shall be effective ~~January 1, 2007 through January 1, 2011~~ **January 1, 2013 through January 1, 2016**.

* * * *

24:01 The term of this agreement shall begin on the date of execution and shall remain in full force and effect until ~~December 31, 2014~~ **December 31, 2016**, but no provision shall be retroactive prior to execution date unless otherwise specified. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided.

24:02 Should either party desire to modify or terminate this agreement on its termination date, said party must notify the other party in writing on or before ~~September 30, 2014~~ **September 30, 2016**, and shall present its initial demands in writing at said time. The parties hereto, upon presentation of such notification and demands, shall commence negotiations no later than thirty (30) days thereafter and shall negotiate in good faith on such demands for a period no shorter than sixty (60) days thereafter. All provisions of this agreement shall remain in effect during the period of negotiation and any impasse procedure set forth in 5 ILCS 315/1 et. seq., applicable to this bargaining unit.

24:03 If either party desires to terminate this agreement at any time after ~~December 31, 2014~~ **December 31, 2016**, and if the terminating party has presented demands as specified in 24:02 and if impasse under negotiations held pursuant to 24:02 has occurred, said party

shall provide the other party written notice at least ten (10) days prior to the termination date.

*

*

*

*

EXHIBIT E
CLASSIFICATIONS & PAY PLANS
Page 1 of 1

UAW CLASSIFICATIONS

<u>Classification</u>	<u>Grade</u>
Lead Library Page	3
Library Assistant	10
Library Assistant/Van Driver	10
Library Associate	12
Library Associate/Printer	12
Library Technician	12
Librarian	16

UAW PAY PLAN
Effective January 1, 2012 through December 31, 2016

Grade		Minimum	Maximum
3	A	27,134.02	41,287.17
(U03)	BW	1,043.62	1,587.97
	H	13.0452	19.8496
10	A	38,180.06	58,095.44
(U10)	BW	1,468.46	2,234.44
	H	18.3558	27.9305
12	A	42,093.38	64,049.86
(U12)	BW	1,618.98	2,463.46
	H	20.2372	30.7932
16	A	51,165.09	77,852.94
(U16)	BW	1,967.89	2,994.34
	H	24.5986	37.4293

EXHIBIT F
HEALTH INSURANCE PLAN
Page 1 of 3

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.

PREMIUM EFFECTIVE ~~JANUARY 1, 2006~~ JANUARY 1, 2012

Effective ~~January 1, 2006~~ **January 1, 2012**, the employee's share of the New Rate Total will be ~~16%~~ **20%** and the employer's share of the New Rate Total will be ~~84%~~ **80%**.

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/09 01/01/12
Single - Active	\$424.26	\$106.06	\$530.32
Family - Active	\$1,107.34	\$276.83	\$1,384.17
R <65 >50	\$424.26	\$106.06	\$530.32
R >65	\$0.00	\$276.82	\$276.82
R <50	\$0.00	\$530.32	\$530.32
R <65 >50 & D <65	\$424.26	\$959.91	\$1,384.17
R <50 & D <65	\$0.00	\$1,384.17	\$1,384.17
R <65 >50 & D >65	\$424.26	\$382.90	\$807.16
R >65 & D <65	\$0.00	\$1,130.65	\$1,130.65
R & D >65	\$0.00	\$553.67	\$553.67

EXHIBIT F
HEALTH INSURANCE PLAN
Page 2 of 3

PREMIUM EFFECTIVE ~~JANUARY 1, 2007~~ **JANUARY 1, 2013**

Effective ~~January 1, 2007~~ **January 1, 2013**, the employee's share of the New Rate Total will be ~~17%~~ **20%** and the employer's share of the New Rate Total will be ~~83%~~ **80%**.

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 01/01/13
Single - Active	\$428.50	\$107.12	\$535.62
Family - Active	\$1,118.41	\$279.60	\$1,398.01
R <65 >50	\$428.50	\$107.12	\$535.62
R >65	\$0.00	\$279.59	\$279.59
R <50	\$0.00	\$535.62	\$535.62
R <65 >50 & D <65	\$428.50	\$969.51	\$1,398.01
R <50 & D <65	\$0.00	\$1,398.01	\$1,398.01
R <65 >50 & D >65	\$428.50	\$386.73	\$815.23
R >65 & D <65	\$0.00	\$1,141.96	\$1,141.96
R & D >65	\$0.00	\$559.21	\$559.21

PREMIUM EFFECTIVE ~~JANUARY 1, 2008~~ **JANUARY 1, 2014**

Effective ~~January 1, 2008~~ **January 1, 2014**, the employee's share of the New Rate Total will be ~~18%~~ **20%** and the employer's share of the New Rate Total will be ~~82%~~ **80%**. The increase for the New Rate Total effective ~~January 1, 2008~~ **January 1, 2014** is capped at 15% over the prior year. At no time will the New Rate Total health insurance premiums paid by UAW employees and retirees be higher than any other union.

PREMIUM EFFECTIVE ~~JANUARY 1, 2009~~ **JANUARY 1, 2015**

Effective ~~January 1, 2009~~ **January 1, 2015**, **at no time will the employee's share of the New Rate Total be higher than any other union within the City, provided that the employee's share is capped at 25% of the New Rate Total.** ~~will be 19% and the employer's share of the New Rate Total will be 81%.~~ The increase for the New Rate Total effective ~~January 1, 2009~~ **January 1, 2015** is capped at 15% over the prior year. At no time will the New Rate Total health insurance premiums paid by UAW employees and retirees be higher than any other union.

EXHIBIT F
HEALTH INSURANCE PLAN
Page 3 of 3

PREMIUM EFFECTIVE ~~JANUARY 1, 2010~~ **JANUARY 1, 2016**

Effective ~~January 1, 2010~~ **January 1, 2016**, at no time will the employee's share of the New Rate Total **be higher than any other union within the City, provided that the employee's share is capped at 25% of the New Rate Total** ~~will be 20% and the employer's share of the New Rate Total will be 80%~~. The increase for the New Rate Total effective ~~January 1, 2010~~ **January 1, 2016** is capped at 15% over the prior year. At no time will the New Rate Total health insurance premiums paid by UAW employees and retirees be higher than any other union.

LETTER OF UNDERSTANDING

The Library Board through the Library Director and the United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2282 Amalgamated (UAW), have met, discussed and agreed to the following pertaining to the use of personal leave, accrued sick leave, accrued vacation leave and earned compensatory time during emergency closures of library:

1. That when the library is closed due to unforeseen, weather-related emergencies, if proclaimed as such by the Library Director in conjunction with the Library Board, regular, full-time UAW employees shall be allowed to use their choice of the following paid leave time: 1) personal leave, 2) accrued sick leave, 3) accrued vacation leave, 4) earned compensatory time. If employees do not have any personal leave, accrued sick leave, accrued vacation leave or earned compensatory time available, the time will be unpaid, excused leave; and
2. That this Letter of Understanding shall be in effect until December 31, 2016; and
3. That UAW agrees that the action contemplated herein is legitimate and appropriate for the Library Board, both under law and under the contract, and therefore, for itself and its members, hereby releases, discharges and indemnifies the Library Board and the City of Moline, IL from any grievance, claim of an unfair labor practice or any claim for damages, discrimination or disparate treatment, pay, overtime pay or back-pay, arising out of in any way related to or attributable to such personal leave, accrued sick leave, accrued vacation leave or earned compensatory time usage during emergency closures of the library; and
4. That this action shall not limit collective bargaining rights of either party concerning the use of personal leave, accrued sick leave, accrued vacation leave and earned compensatory time during emergency closures of the library in future labor agreements; and
5. That the 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 February, 2012.

UAW, Local 2282

By: _____
Jannette LaRoche, Chairperson Representative

By: _____
Gregory Krouth, International Representative

Moline Library Board

By: _____
Regina Nelson, Library Board President

By: _____
Robert E. Hafeman, Library Director

City of Moline, Illinois

By: _____
Lewis J. Steinbrecher, City Administrator

By: _____
Alison M. Fleming, Human Resources Manager

Approved as to form:

By: _____
Maureen E. Riggs, City Attorney

LETTER OF UNDERSTANDING

The City of Moline, Illinois (City) and the United Automobile Aerospace and Agricultural Implement Workers of America, Local 2282 Amalgamated (UAW) have met, discussed and agreed:

1. That during the negotiations which resulted in a labor agreement executed in February 2012, effective January 1, 2012 through December 31, 2016, the City and UAW agreed that the minimum and maximum rates of each pay grade in effect as of July 3, 2011 shall remain in effect through December 31, 2016; and
2. That the minimum and maximum rates of each pay grade shall not be adjusted by the general wage increase (GWI) for the duration of the current labor agreement; and
3. That employees who are at the maximum of their pay grades as of the effective date of the negotiated GWI shall receive the negotiated GWI in a one-time lump sum payment on the paycheck corresponding to the first full payroll period of the calendar year; and
4. That the 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 February, 2012.

UAW, Local 2282

By: _____
Jannette LaRoche, Chairperson Representative

By: _____
Gregory Krouth, International Representative

Moline Library Board

By: _____
Regina Nelson, Library Board President

By: _____
Robert E. Hafeman, Library Director

City of Moline, Illinois

By: _____
Lewis J. Steinbrecher, City Administrator

By: _____
Alison M. Fleming, Human Resources Manager

Approved as to form:

By: _____
Maureen E. Riggs, City Attorney

**Tentative Agreement between
the City of Moline and UAW, Local #2282 Amalgamated**

UAW, Local 2282

City of Moline, Illinois

Gregory Krouth, International Representative

Maureen E. Riggs, City Attorney

Jannette LaRoche, Chairperson Representative

Alison M. Fleming, Human Resources Manager

Date: _____

Date: _____

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a revised Pre-funding Agreement between the City of Moline, Illinois and Genesis Health Systems and Frauenshuh HealthCare Real Estate Solutions of Minneapolis, Minnesota concerning the proposed redevelopment project area and redevelopment project located at 41st Street south of 26th Avenue and east of 36th Street (Genesis Medical Park).

WHEREAS, on January 10, 2012 the City Council approved the above mentioned Pre-funding Agreement between the City of Moline, Illinois and Genesis Health Systems and Frauenshuh healthcare Real Estate Solutions of Minneapolis, Minnesota; and

WHEREAS, it was requested by Genesis Health Systems to revise Section 2. B. (2) of the Pre-funding Agreement to read as follows: “that the maximum amount of reimbursement of Project Costs shall be limited to the **percentage of the total costs** (*in lieu of public infrastructure costs*) associated with the Redevelopment Project as mutually agreed upon by the City and the developer, plus the amount expended from the Genesis Medical Park TIF Account.”

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 revised Pre-funding Agreement between the City of Moline, Illinois and Genesis Health Systems and Frauenshuh HealthCare Real Estate Solutions of Minneapolis, Minnesota concerning the proposed redevelopment project area and redevelopment project within said area; provided, however, that such revised Pre-funding Agreement is substantially similar in form to that attached hereto as Exhibit “A,” and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 28, 2012

Date

Passed: February 28, 2012

Approved: March 6, 2012

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

PRE-FUNDING AGREEMENT

BETWEEN THE CITY OF MOLINE, ILLINOIS AND GENESIS HEALTH SYSTEM

This Agreement is entered into between the CITY OF MOLINE, Rock Island County, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (the “City”) and GENESIS HEALTH SYSTEM, an Iowa/Illinois Corporation and FRAUENSHUH HEALTH CARE REAL ESTATE SOLUTIONS, LLC, a Minnesota Limited Liability Company (the “Developer”) for the proposed establishment of a redevelopment project area and adoption of tax increment financing (“TIF”) with respect thereto.

RECITALS:

WHEREAS, the Developer is interested in pursuing the redevelopment of a portion of the property generally located south of 26th Avenue, east of 36th Street and west of 41st Street (collectively, the “Subject Property”) as shown on Exhibit “A” attached hereto; and

WHEREAS, the Developer proposes to build within the Subject Property a new mixed use development, the Genesis Medical Park, (the “Redevelopment Project”),” and

WHEREAS, due to the extraordinary costs associated with redeveloping the Subject Property, the City acknowledges that the Developer cannot proceed with the Redevelopment Project absent financial assistance as may be provided for under the Illinois Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.4-1 et. seq.*, (the “TIF Act”); and

WHEREAS, the City will incur certain expenses, including professional fees, legal fees, and related costs in pursuing the establishment of a redevelopment project area pursuant to the requirements of the TIF Act and the Developer is prepared to advance funds to the City to offset such City incurred expenses.

NOW, THEREFORE, in consideration of the premises and mutual covenants and findings contained in this Agreement, the City and Developer agree as follows:

Section 1. The Developer Agrees To:

- a. As soon as practical after the execution of this Agreement, the Developer shall pay to the City an amount of not less than forty-thousand dollars (\$40,000) to be deposited by the City into an account to be identified as the

“Genesis Medical Park TIF Account”. These funds shall be drawn upon by the City for payment of all reasonable or necessary costs incurred by the City to complete the TIF process, including those tasks outlined in Section 2.a. below and to prepare the redevelopment agreement between the City and the Developer with respect to the Subject Property. The use of these funds shall be limited to that which is permitted by the TIF Act under Section 11/74.4-3(q)(1). At the request of the Developer, the City shall provide the Developer with reasonable supporting documentation evidencing such costs. An estimated budget is attached as Exhibit B.

- b. Proceed with the Redevelopment Project, in compliance with the applicable codes and ordinances of the City, provided that said Redevelopment Project may be initiated after the City passes the TIF Ordinances.

Section 2. The City Agrees To:

- a. Upon receipt of the funds from the Developer, as provided for in Section 1.a. above, the City intends to diligently and in good faith proceed with the TIF process including conducting an eligibility/feasibility study, preparing a redevelopment plan, designating a redevelopment project area and adopting tax increment financing with respect to the Subject Property pursuant to the TIF Act.
- b. The City shall utilize good faith efforts to enter into a redevelopment agreement (“Redevelopment Agreement”) with the Developer, the terms and conditions thereof shall be acceptable to the City and Developer, but which shall definitely provide:
 - (1) for the reimbursement of redevelopment project costs (“Project Costs”) incurred in connection with the Redevelopment Project and any such costs that are incidental to the Redevelopment Project authorized under the TIF Act and as may be more particularly described in the Redevelopment Plan to be adopted by the City with respect to the Subject Property.
 - (2) that the maximum amount of reimbursement of Project Costs shall be limited to the percentage of the total costs associated with the Redevelopment Project as mutually agreed upon by the City and the Developer, plus the amount expended from the Genesis Medical Park TIF Account.
 - (3) that the Redevelopment Agreement shall remain in effect for the maximum term allowable under the TIF Act or until all Project Costs have been reimbursed, whichever occurs first.
 - (4) that the agreed upon percentage of the “net incremental ad valorem tax revenues” received by the City from the Redevelopment Project

Area shall be allocated to reimburse the Developer for Project Costs incurred as set forth and limited herein. The “net incremental ad valorem tax revenues” shall be the gross incremental ad valorem tax revenues less annual administrative costs associated with implementing the TIF program for this Redevelopment Project Area. Annual implementation costs may include, but are not necessarily limited to audit and related fees, annual notices and annual reports to the Illinois Comptroller. It is anticipated that the City’s annual costs of implementation will be relatively small, but in no case shall such costs exceed five percent (5%) of the gross incremental ad valorem tax revenues from the Subject Property.

Section 3. Release of Unexpended Funds: If after the City has passed the TIF Ordinances there remains a balance of unexpended funds in the Genesis Medical Park TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, these funds shall be released and paid to the Developer within 60 days of passing said TIF Ordinances.

Section 4. Abandonment of Redevelopment Project:

- a. If the Developer decides not to proceed with the Redevelopment Project prior to the City adopting the TIF Ordinances, Developer shall notify the City. The City shall immediately suspend all work related to the Redevelopment Plan and Project, including notifying any professional firms and legal counsel retained by the City to assist with this Redevelopment Plan and Project, to suspend all work. The City will be allowed to expend funds from the Genesis Medical Park TIF Account to pay all costs incurred to the date of such suspension. Any balance of unexpended funds in the Genesis Medical Park TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, shall be released and paid to the Developer within 60 days of abandonment.
- b. If the Developer decides not to proceed with the Redevelopment Project after the City adopts the TIF Ordinances, Developer shall not be entitled to any reimbursement of funds advanced to the City pursuant to Section 1.a. of this Agreement, except as provided for in Section 3 of this Agreement.

Section 5. Failure to Approve the TIF Ordinances:

If the conclusion of the initial eligibility study indicates that the proposed Redevelopment Project Area does not meet the definition of a “blighted area,” “conservation area” or a combination thereof, then the City shall notify the Developer in writing that the proposed Redevelopment Project Area does not qualify and will terminate the TIF process. The City shall suspend all work related to the Redevelopment Plan and Project, including notifying the professional firms and legal counsel retained by the City to assist with this Redevelopment Plan and Project to suspend all work. The City will be allowed to expend funds from the Genesis Medical Park

TIF Account to pay all costs incurred to the date of such suspension. Any balance of unexpended funds in the Genesis Medical Park TIF Account, not otherwise obligated to pay for costs incurred under Section 1.a. of this Agreement, shall be released and paid to the Developer within 60 days of termination.

Section 6. Notices: Any notice or other communication to be given to either party hereunder shall be delivered by any of the following methods: (i) by personal, hand delivery, in writing, (ii) by nationally recognized overnight courier for next day delivery, or (iii) by U.S. Certified Mail, return receipt requested, and addressed to the addresses set forth below. Any notice shall be deemed effectively given, if personally delivered, upon receipt thereof, and if by methods (ii) and (iii) upon the date of deposit therein. The address for notices shall be as follows:

If to Developer:
Genesis Health System
1228 East Rusholme Street
Davenport, IA 52803
Attn: Florence Spyrow

If to the City:
City of Moline
619 16th Street
Moline, IL 61265
Attn: City Administrator and City Clerk

Frauenschuh HealthCare Real Estate Solutions
7101 West 78th Street
Suite #100
Minneapolis, MN 55439

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

With a copy to:
Ronald S. Cope
Ungaretti & Harris
Three First National Plaza
70 West Madison
Chicago, IL 60602

With a copy to:
City of Moline
619 16th Street
Moline, IL 61265
Attn: Planning & Development Director

Section 7. Enforcement: Either party herein may use any remedy provided at law or in equity to enforce compliance by and/or obtain relief or redress from the other party pursuant to the provisions of this Agreement. The election and/or use of any remedy at law or in equity shall not at any time prevent the use of any other remedy provided at law or in equity or the subsequent use of the same remedy, except as provided by law.

If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the party prevailing substantially on the merits in such action shall be entitled to recovery of all costs and expenses, including, without limitation, reasonable attorneys' fees, expert witness fees, consultant fees and litigation costs.

- Section 8. Controlling State and Court: The City and Developer stipulate and agree that this Agreement shall be interpreted and applied pursuant to the laws of the State of Illinois. The City and Developer also stipulate and agree that the Circuit Court of the jurisdiction of Rock Island County, Illinois, shall be the sole and exclusive Court of jurisdiction and venue for any and all legal actions, in law or in equity, arising between the City and Developer pursuant to the provisions of the Agreement. Each party to this Agreement agrees and consents to being estopped and barred from using any other Court or alternative dispute resolution in any other jurisdiction or venue for such actions. In the event that either the City or Developer files any legal action, in law or in equity, in any other Court, jurisdiction, or venue, then the other party shall be entitled to recover all damages, expenses, reasonable attorney fees, and reasonable costs it incurs in defending against, responding to, and/or obtaining relief from such action in such Court.
- Section 9. Invalidity or Unenforceability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provisions to persons, other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- Section 10. Entire Agreement: This Agreement, including the Exhibits, constitutes the entire agreement between the City and Developer and supersedes all prior written and verbal agreements, promises, or understandings, if any, between the parties herein.
- Section 11. Warranty: Each individual executing this Agreement represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the entity for which said individual is executing on behalf of and that this Agreement is binding upon the entity for which said individual is executing on behalf of.
- Section 12. Exhibits:. All exhibits attached hereto form a part of this Agreement and are incorporated herein.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed
this _____ day of _____, 2012.

CITY:

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

By: _____
Donald P. Welvaert, Mayor

ATTEST:

Tracy A Koranda, City Clerk

Approved as to Form:

Maureen Riggs, City Attorney

DEVELOPER:

Genesis Health System

By: _____

By: _____

Frauenshus HealthCare Real Estate Solutions

By: _____

By: _____

Exhibit A

Exhibit B
ESTIMATED BUDGET

TIF Consultant	\$30,000	
TIF Consultant Expenses	\$ 3,000	
Legal Notices & Mailings	\$ 1,500	
Engineering Consultant	\$ 3,000	
Legal Description	<u>\$ 2,500</u>	\$40,000

Council Bill/General Ordinance No. 3009-2012

Sponsor: _____

A GENERAL ORDINANCE

AMENDING Chapter 3, “ADVERTISING AND SIGNS,” of the Moline Code of Ordinances.

WHEREAS, the Moline Plan Commission has reviewed the Advertising and Sign Code at Chapter 3 and has determined the Chapter is inadequate and should be modified to adapt to new display technologies; and

WHEREAS, dynamic display signs offer businesses highly-effective, variable display options, and these signs should be granted more flexibility including the ability to change messages more than once per day; and

WHEREAS, it has been documented by nationwide studies that certain characteristics of dynamic display signs can create a nuisance to adjacent properties, cause greater distraction to drivers of motor vehicles which increases the risk of a crash or near-crash, and can also diminish community aesthetics and the appeal of the natural and built environment; and

WHEREAS, in the interest of protecting the traveling public and the enjoyment of personal property, upholding established community standards, and advancing the goals and objectives of the Official Comprehensive Plan, it is necessary to adopt new definitions and standards which relate to the placement, size, quantity, and illumination of dynamic display signs; and

WHEREAS, off-premises advertising signs such as billboards serve a purpose different from on-premises signs in that they are not used for permanent wayfinding and, as such, should be granted certain exceptions to allow their entire display copy to be changed routinely to convey new information to the public; and

WHEREAS, this Council has received the recommendation of the Moline Plan Commission upon said proposed amendments, which recommendation has been formed after public hearing upon due notice.

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

Section 1 – That Chapter 3, “ADVERTISING AND SIGNS,” of the Moline Code of Ordinances is hereby amended by deleting Chapter 3 in its entirety and adopting in its place one new Chapter 3 related to the same subject matter, which shall read as set forth in Exhibit A attached hereto and incorporated herein.

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