



MOLINE CITY COUNCIL AGENDA

Tuesday, January 24, 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 January 17, 2012.

SECOND READING ORDINANCES

1. Council Bill/Special Ordinance 4002-2012

A Special Ordinance granting the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U for 2012 Special Event approved applications.

EXPLANATION: State statute requires a municipality to authorize catering of food and alcohol at events that take place on municipal property. In an effort to streamline the coordination of special events and to provide efficient customer service, staff requests this approval for 2012 Special Event approved applications. Staff will continue to approve security issues, traffic detail, insurance requirements, and all essential licenses. Additionally, permission from the Local Liquor Control Commissioner must also be sought to serve alcohol on these premises.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING REQUIRED: N/A

2. Council Bill/Special Ordinance 4003-2012

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Bier Stube Winterfest scheduled for Saturday, January 28, 2012.

EXPLANATION: Bier Stube is holding this annual outdoor event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

3. Council Bill/Resolution 1122-2012

A Resolution approving a Local Agency Agreement for Federal Participation for Motor Fuel Tax Section No. 08-00239-00-RP, RiverTech Boulevard.

EXPLANATION: The City of Moline has received a \$1,176,000.00 Federal earmark to construct RiverTech Boulevard behind the new Western Illinois University. The earmark is allocated to the City as Federal transportation funds through the Illinois Department of Transportation (IDOT).

Approving this Agreement provides acknowledgement to IDOT that the City has sufficient funds set aside to cover all participating construction costs above the maximum federal contribution and all non-participating construction costs.

FISCAL IMPACT: Motor Fuel Tax funds are budgeted and available for this project.

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1123-2012

A Resolution approving a Resolution for Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 12-00252-00-RP, 16th Street, 12th to 18th Avenues.

EXPLANATION: A Resolution for Improvement is necessary to use budgeted Motor Fuel Tax Funds for the 16th Street reconstruction project.

FISCAL IMPACT: Sufficient MFT, Water, and WPC funds are budgeted and/or available for this project.

PUBLIC NOTICE/RECORDING: N/A

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

OMNIBUS VOTE

ITEMS NOT ON CONSENT

SECOND READING ORDINANCES

5. Council Bill/Special Ordinance 4004-2012

A Special Ordinance repealing Special Ordinance No. 4004-2011, which declared the prevailing rate of wages to be paid workers on public works projects, and ascertaining and declaring the prevailing rate of wages to be paid to certain laborers, mechanics and other workers performing public works for the City of Moline within Rock Island County.

EXPLANATION: State statute requires the City to annually adopt an ordinance setting prevailing wage to be paid on City projects. This Special Ordinance repeals Special Ordinance No. 4004-2011, which declared the prevailing wages for 2011.

4004-2012		
Council Member	Aye	Nay
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Mayor Welvaert		

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: File with the Secretary of State and Department of Labor.

RESOLUTIONS

6. Council Bill/Resolution 1124-2012

A Resolution authorizing the Mayor and City Clerk to execute a contract with Langman Construction, Inc. for Motor Fuel Tax (MFT) Section No. 12-00252-00-RP, 16th Street Reconstruction, 12th – 18th Avenues, in the amount of \$548,377.61.

1124-2012		
Council Member	Aye	Nay
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Mayor Welvaert		

EXPLANATION: Bids were opened and publicly read on December 13, 2011, with Langman Construction, Inc. submitting the lowest responsible and responsive bid.

FISCAL IMPACT: Funds are budgeted and available as follows:

<u>ACCOUNT</u>	<u>BUDGETED</u>	<u>AS-BID</u>	
MFT	525,000.00	545,877.50	220-9823-436.08-10
Water	4,000.00	1,500.11	310-1716-434.04-25
WPC	1,000.00	1,000.00	320-1835-433.08-30
Storm	4,000.00		330-1971-433.08-35
	534,000.00	548,377.61	

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Resolution 1125-2012

A Resolution authorizing the Mayor and City Clerk to execute an Acknowledgement and Consent to Collateral Assignment for the Phillips Lofts redevelopment project.

EXPLANATION:In June 2011, the City executed a development agreement with Phillips Lofts, LLC (“Developer”), to facilitate redevelopment of property located at 1312 and 1320-1322 5th Avenue, Moline, wherein the City granted TIF assistance to Developer in the form of an incremental property tax rebate. Developer’s lender, BankOrion, has agreed to make two loans to Developer in the amount of \$1,600,000 (the estimated eligible redevelopment project costs to be incurred by Developer), the proceeds of which shall be used by Developer for the development and construction of the project. As further security for the loans to Developer, Developer seeks to assign its payment rights under the development agreement to BankOrion until all obligations of Developer to BankOrion with respect to the loans have been satisfied. The City acknowledges that the Collateral Assignment between Developer and BankOrion is a material inducement to BankOrion to enter into the loan transaction. The City further agrees to execute the Consent and Acknowledgment to Collateral Assignment which shall acknowledge the right of BankOrion to receive payments pursuant to the development agreement’s assignment authority and acknowledge that nothing contained in the Consent and Acknowledgement shall affect the City’s rights and obligations under the development agreement.

1125-2012		
Council Member	Aye	Nay
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Raes		
Ronk		
Mayor Welvaert		

FISCAL IMPACT: NA

PUBLIC NOTICE/RECORDING: NA

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

January 23-February 3, 2012

(dates and times are subject to change with notification)

COMMITTEE	DAY	DATE	TIME	LOCATION
Moline Housing Authority	Monday	January 23	5:30 p.m.	Moline Housing Authority Board Room 4141-11 th Avenue A
Fire & Police Commissioners-Special	Tuesday	January 24	9:00 a.m.	Police Department Community Room 1640-6 th Avenue
Park Board	Tuesday	January 24	3:30 p.m.	Public Works Building Conference Room 3635-4 th Avenue
Committee-of-the-Whole with City Council immediately following	Tuesday	January 24	6:30 p.m.	City Hall Council Chambers-2nd Floor 619-16th Street
Police Pension Board	Wednesday	January 25	12:00 p.m.	Police Department Community Room 1640-6 th Avenue
Plan Commission	Wednesday	January 25	Cancelled	Cancelled
Fire Pension	Thursday	January 26	8:30 a.m.	Central Fire Station Conference Room 1630 8 th Avenue
Fire & Police Commissioners-Special (If Necessary)	Thursday	January 26	9:00 a.m.	Police Department Community Room 1640-6 th Avenue
Library Board – Executive Committee	Tuesday	January 31	11:30 a.m.	Moline Public Library Platinum Room 3210 41 st Street

The next regularly scheduled City Council meeting will be February 7, 2012.

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 SPECIAL ORDINANCE

GRANTING the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2012 Special Event approved applications.

WHEREAS, it is the desire of staff to streamline the coordination and provide efficient customer service, for 2012 Special Event applications; and

WHEREAS, Chapter 4, "ALCOHOLIC BEVERAGES," of the Moline Code of Ordinances, Sec. 4-3317, "OPTION III CATERER'S RETAIL," provides for catering, and state statute requires the corporate authorities to grant permission by Ordinance to permit sale and consumption of alcohol on municipal property; and

WHEREAS, the City of Moline has abided by and complied with all applicable local Ordinances; and

WHEREAS, the City of Moline has complied with state statute requirements and is named as an additional insured so as to save harmless the municipality from all financial loss, damage or harm.

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

Section 1: That the Moline City Council hereby grants authority for the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2012 Special Event approved applications.

Section 2: That this Ordinance shall constitute a one-time variance with the Moline Code of Ordinances and any other Ordinance or Resolutions with which it may conflict and shall not be considered to repeal, alter or void such Ordinances or Resolutions in conflict herewith.

Section 3: That this Ordinance shall be in full force and effect from and after its passage and approval as required by law, publication, if required, in the manner provided.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No.: 4003-2012

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING the use of public right-of-way in conjunction with the Bier Stube Winterfest scheduled for Saturday, January 28, 2012.

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

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

Saturday, January 28, 2012, from 12 noon to 10:00 p.m.

Alley in the 400 block between 14th and 15th Streets,
the closure to be from the easternmost side of 15th Street to
the west end of Bier Stube Biergarten.

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No.: 1122-2012

Sponsor: _____

A RESOLUTION

APPROVING a Local Agency Agreement for Federal Participation for Motor Fuel Tax
Section No. 08-00239-00-RP, RiverTech Boulevard.

WHEREAS, the City has received a \$1,176,000.00 Federal earmark to construct
RiverTech Boulevard behind the new Western Illinois University; and

WHEREAS, said funds are allocated to the City as Federal Transportation Funds through
the Illinois Department of Transportation (IDOT);

WHEREAS, approval of said agreement provides acknowledgement to IDOT that the
City has sufficient funds set aside to cover all participating construction costs above the
maximum federal contribution and all non-participating construction costs; and

WHEREAS, Motor Fuel Tax funds are budgeted and available for this project.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to
authorize approval of a Local Agency Agreement for Federal Participation for Motor Fuel Tax
Section No. 08-00239-00-RP, RiverTech Boulevard.

CITY OF MOLINE, ILLINOIS

Mayor

Date

January 24, 2012

Passed: January 24, 2012

Approved: February 7, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney



Local Agency Agreement for Federal Participation

Local Agency City of Moline	State Contract X	Day Labor	Local Contract	RR Force Account	
Section 08-00239-00-RP	Fund Type SEC 129	ITEP Number NA			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-152-10	HD-5074(088)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Rivertech Boulevard Route MS 1015 Length 0.70 mile
 Termini From River Drive to 34th Street

Current Jurisdiction City of Moline Existing Structure No NA

Project Description

New construction with PCC pavement, curb & gutter and storm sewer. FFY-2008 federal earmark. CE by local forces.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1,126,000	(*)		()		(BAL)	1,126,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	50,000	(*)		()		(BAL)	50,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 1,176,000		\$		\$		\$ 1,176,000

*100% SEC 129 funds NTE \$1,176,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share BALANCE divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

APPROVED

State of Illinois
Department of Transportation

Name of Official (Print or Type Name)

Gary Hannig, Secretary of Transportation

Date

Title (County Board Chairperson/Mayor/Village President/etc.)

By: _____

(Delegate's Signature)

(Signature)

Date

(Delegate's Name - Printed)

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental
Entity.

Christine M. Reed, Director of Highways/Chief Engineer

Date

DUNS Number _____

Ellen J. Schanzle-Haskins, Chief Counsel

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Matthew R. Hughes, Acting Director of Finance and Administration

Date

City of Moline acquired property for future Commercial / Industrial development.

Streetscape begins Sta. 0+00

Streetscape ends Sta. 38+00

RIVER

River Drive

Rivertech Boulevard

New Western Illinois Campus

McLaughlin Body Co.

RR tracks

RR tracks

New project pavement with sidewalks and bus turnout
Sta. 19+88.65 to 38+15.4

Builders Sales and Service

35TH

2ND

35TH

Mutual Wheel Co

Harrington Signal Co

Quint Cities Petroleum
4TH

22RD

5TH

25TH

26TH

27TH

4TH

5TH

34TH

6TH

2ND

22ND

22ND

5ST

7TH

HAWTHORNE

28TH

8TH

9TH

10TH

28TH

28TH

29TH



31ST

33RD

10TH

ADDENDUM NO. 1

Council Bill/Resolution No.: 1123-2012

Sponsor: _____

A RESOLUTION

APPROVING a Resolution for Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 12-00252-00-RP, 16th Street, 12th – 18th Avenues.

WHEREAS, a Resolution for Improvement is necessary to use budgeted MFT funds for the 16th Street reconstruction project; and

WHEREAS, sufficient MFT, Water, and WPC funds are budgeted and/or available for said project.

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

CITY OF MOLINE, ILLINOIS

Mayor

January 24, 2012

Date

Passed: January 24, 2012

Approved: February 7, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance: 4004-2012

Sponsor: _____

A SPECIAL ORDINANCE

REPEALING Special Ordinance No. 4004-2011 which declared the prevailing rate of wages to be paid workers on public works projects; and

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

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

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

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

Section 1. That Special Ordinance No. 4004-2011 declaring the prevailing rate of wages to be paid to certain laborers, mechanics, and other workers performing public works for the City of Moline within Rock Island County is hereby repealed.

Section 2. That to the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by state, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of this City is hereby ascertained to be the same as the prevailing rate of wages for construction work in Rock Island County area as determined by the Department of Labor of the State of Illinois as of January 2012, a copy of that determination being attached hereto and incorporated herein by reference thereto as Exhibit “A”. The definition of any terms appearing in this Ordinance, which are also used in the aforesaid Act, shall be the same as in said Act.

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

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

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

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

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Rock Island County Prevailing Wage for January 2012

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		23.010	23.510	1.5	1.5	2.0	5.750	5.550	0.000	0.800
ASBESTOS ABT-GEN		HWY		25.090	26.090	1.5	1.5	2.0	6.150	6.720	0.000	0.800
ASBESTOS ABT-MEC		BLD		20.500	21.500	1.5	1.5	2.0	6.250	3.500	0.000	0.000
BOILERMAKER		BLD		34.170	37.170	2.0	2.0	2.0	6.820	8.550	0.000	0.350
BRICK MASON		BLD		26.450	27.950	1.5	1.5	2.0	7.750	5.150	0.000	0.470
CARPENTER		BLD		26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
CARPENTER		HWY		27.640	29.390	1.5	1.5	2.0	8.230	10.34	0.000	0.450
CEMENT MASON		BLD		24.820	26.820	1.5	1.5	2.0	5.850	8.420	0.000	0.500
CEMENT MASON		HWY		24.670	25.670	1.5	1.5	2.0	5.850	8.590	0.000	0.500
CERAMIC TILE FNSHER		BLD		18.460	0.000	1.5	1.5	2.0	7.750	5.140	0.000	0.230
ELECTRIC PWR EQMT OP		ALL		27.850	0.000	1.5	1.5	2.0	5.000	8.360	0.000	0.210
ELECTRIC PWR GRNDMAN		ALL		23.280	0.000	1.5	1.5	2.0	5.000	6.990	0.000	0.170
ELECTRIC PWR LINEMAN		ALL		35.130	38.640	1.5	1.5	2.0	5.000	10.53	0.000	0.260
ELECTRICIAN		BLD		31.520	33.520	1.5	1.5	2.0	7.220	10.52	0.000	0.310
ELECTRONIC SYS TECH		BLD		23.500	25.250	1.5	1.5	2.0	6.670	5.060	0.000	0.310
ELEVATOR CONSTRUCTOR		BLD		39.140	44.030	2.0	2.0	2.0	11.03	11.96	2.350	0.000
GLAZIER		BLD		25.780	27.280	1.5	1.5	2.0	6.670	6.120	0.000	0.350
HT/FROST INSULATOR		BLD		28.860	30.060	1.5	1.5	2.0	5.250	12.05	0.000	0.800
IRON WORKER		ALL		27.500	29.700	1.5	1.5	2.0	8.890	10.18	0.000	0.620
LABORER		BLD 1		21.580	22.440	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		BLD 2		23.080	24.000	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		BLD 3		23.730	24.680	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		HWY 1		24.590	25.590	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		HWY 2		25.090	26.090	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LABORER		HWY 3		25.720	26.720	1.5	1.5	2.0	6.150	6.720	0.000	0.800
LATHER		BLD		26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		BLD		18.460	0.000	1.5	1.5	2.0	7.750	5.140	0.000	0.230
MARBLE MASON		BLD		22.800	23.300	1.5	1.5	2.0	7.750	5.140	0.000	0.230
MILLWRIGHT	N	BLD		34.400	37.840	1.5	1.5	2.0	7.100	11.94	0.000	0.500
MILLWRIGHT	S	BLD		27.250	28.950	1.5	1.5	2.0	6.400	9.640	0.000	0.500
OPERATING ENGINEER		BLD 1		29.400	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 2		27.800	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 3		26.650	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 4		29.650	30.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 5		30.150	31.150	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 6		30.650	31.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		BLD 7		30.400	31.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 1		29.400	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 2		27.800	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 3		26.650	30.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 4		29.650	30.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 5		30.150	31.150	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 6		30.650	31.650	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 7		29.900	30.900	1.5	1.5	2.0	13.95	6.600	1.500	0.800
OPERATING ENGINEER		HWY 8		30.400	31.400	1.5	1.5	2.0	13.95	6.600	1.500	0.800
PAINTER		ALL		26.370	27.370	1.5	1.5	1.5	4.950	6.100	0.000	0.600
PAINTER OVER 30FT		ALL		27.620	28.620	1.5	1.5	1.5	4.950	6.100	0.000	0.600
PAINTER PWR EQMT		ALL		26.870	27.870	1.5	1.5	1.5	4.950	6.100	0.000	0.600
PILEDRIVER		BLD		26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
PILEDRIVER		HWY		27.640	29.390	1.5	1.5	2.0	8.230	10.34	0.000	0.450
PIPEFITTER		ALL		35.700	39.270	1.5	1.5	2.0	5.150	11.35	0.000	1.000
PLASTERER		BLD		27.800	29.800	1.5	1.5	2.0	6.500	5.950	0.000	0.500
PLUMBER		ALL		35.700	39.270	1.5	1.5	2.0	5.150	11.35	0.000	1.000

ROOFER	BLD	24.630	25.880	1.5	1.5	2.0	8.110	5.370	0.000	0.250
SHEETMETAL WORKER	BLD	29.930	31.920	1.5	1.5	2.0	7.140	10.24	0.000	0.540
SPRINKLER FITTER	BLD	36.140	38.890	1.5	1.5	2.0	8.100	8.200	0.000	0.350
STONE MASON	BLD	26.450	27.950	1.5	1.5	2.0	7.750	5.150	0.000	0.470
TERRAZZO FINISHER	BLD	18.460	0.000	1.5	1.5	2.0	7.750	5.140	0.000	0.230
TERRAZZO MASON	BLD	22.800	23.300	1.5	1.5	2.0	7.750	5.140	0.000	0.230
TILE LAYER	BLD	26.380	27.700	1.5	1.5	2.0	7.790	7.660	0.000	0.600
TILE MASON	BLD	22.800	23.300	1.5	1.5	2.0	7.750	5.140	0.000	0.230
TRUCK DRIVER	ALL 1	30.460	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 2	30.890	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 3	31.120	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 4	31.380	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 5	32.200	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 1	24.370	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 2	24.710	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 3	24.900	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 4	25.100	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 5	25.760	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TUCK POINTER	BLD	26.450	27.950	1.5	1.5	2.0	7.750	5.150	0.000	0.470

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

ROCK ISLAND COUNTY

MILLWRIGHT (SOUTH) - South of Interstate 80.

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

ELECTRONIC SYSTEMS TECHNICIAN

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

LABORER - BUILDING

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

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

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

LABORER - HEAVY & HIGHWAY

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

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

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

OPERATING ENGINEERS - BUILDING

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

and Georgia buggies).

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

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

Class 4. Leadman - Mechanic or Equipment Greaser.

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

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

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

OPERATING ENGINEERS- HIGHWAY

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

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

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

Class 4. Leadman - Mechanic or Equipment Greaser.

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

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

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

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

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

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

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

LANDSCAPING

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

Council Bill/Resolution No.: 1124-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Langman Construction, Inc. for Motor Fuel Tax (MFT) Section No. 12-00252-00-RP, 16th Street Reconstruction, 12th – 18th Avenues, in the amount of \$548,377.61.

WHEREAS, bids were publicly read on December 13, 2011; and

WHEREAS, bids were solicited with Langman Construction, 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 Langman Construction, Inc. for Motor Fuel Tax (MFT) Section No. 12-00252-00-RP, 16th Street Reconstruction, 12th – 18th Avenues, in the amount of \$548,377.61; 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

Date

January 24, 2012

Passed: January 24, 2012

Approved: February 7, 2012

Attest: _____
City Clerk

Approved as to form:

City Attorney



1. THIS AGREEMENT, made and concluded the _____ day of _____ Month and Year between the _____ City of _____ Moline acting by and through its _____ City Council known as the party of the first part, and _____ Langman Construction, Inc. his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section _____ 12-00252-00-RP, 16th Street in _____ Moline, IL, approved by the Department of Transportation of the State of Illinois _____ Date, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ Clerk By _____ Party of the First Part (Seal) (If a Corporation)

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

Attest: _____ Secretary

Partners doing Business under the firm name of _____ Party of the Second Part (If an individual) _____ Party of the Second Part



Route 16th Street
 County Rock Island
 Local Agency City of Moline
 Section 12-00252-00-RP

We, _____

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____, as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of _____

_____ Dollars (_____), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. (SEAL)
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest: _____

(Awarding Authority)

Clerk

(Chairman/Mayor/President)

Council Bill/Resolution No. 1125-2012

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Acknowledgement and Consent to Collateral Assignment for the Phillips Lofts redevelopment project.

WHEREAS, in June 2011, the City executed a development agreement with Phillips Lofts, LLC ("Developer"), to facilitate redevelopment of property located at 1312 and 1320-1322 5th Avenue, Moline; and

WHEREAS, the City granted TIF assistance to Developer in the form of an incremental property tax rebate; and

WHEREAS, Developer's lender, BankOrion, has agreed to make two loans to Developer in the amount of \$1,600,000, the proceeds of which shall be used by Developer for the development and construction of the project; and

WHEREAS, as further security for the loans to Developer, Developer seeks to assign its payment rights under the development agreement to BankOrion until such time as all obligations of Developer to BankOrion with respect to the loans have been satisfied; and

WHEREAS, the City acknowledges that the Collateral Assignment between Developer and BankOrion is a material inducement to BankOrion to enter into the loan transaction; and

WHEREAS, the City agrees to execute the Consent and Acknowledgment to Collateral Assignment which shall acknowledge the right of BankOrion to receive payments pursuant to the development agreement's assignment authority and acknowledge that nothing contained in the Consent and Acknowledgement shall affect the City's rights and obligations under the development agreement.

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

That the Mayor and City Clerk are hereby authorized to execute an Acknowledgement and Consent to Collateral Assignment for the Phillips Lofts redevelopment project; provided, however, that said Acknowledgement and Consent 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

January 24, 2012

Date

Passed: January 24, 2012

Approved: February 7, 2012

Attest: _____

City Clerk

Approved as to Form:

City Attorney

**COLLATERAL ASSIGNMENT OF TIF PAYMENT RIGHTS PURSUANT TO
DEVELOPMENT AGREEMENT**

THIS COLLATERAL ASSIGNMENT, effective as of this ____ day of January, 2011, is made by PHILLIPS LOFTS, LLC, an Illinois limited liability company (hereafter referred to as the “Developer”), to BANKORION, an Illinois banking corporation (hereafter referred to as the “Bank”), and hereby consented to and acknowledged by THE CITY OF MOLINE, ILLINOIS, an Illinois municipal corporation (the “City”).

WHEREAS, on June 14, 2011, the Developer and the City entered into a Development Agreement (hereinafter referred to as the “Redevelopment Agreement”), relating to the redevelopment of the real estate commonly known as 1312-1320 5th Avenue, Moline, Illinois, and legally described on Exhibit A, attached hereto and incorporated herein (the “Real Estate”), with benefits available under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the “TIF Act”); and

WHEREAS, the Developer desires to rehabilitate the existing building on the Real Estate into approximately 2400 square feet of commercial space and 18 two-bedroom apartment units, including improvements to the parking facilities on the Real Estate, all in accordance with the plans and specifications reviewed and approved by the City (the “Project”); and

WHEREAS, the Redevelopment Agreement provides, in part, that the City shall reimburse the Developer from the net incremental real estate tax generated by the Project up to fifteen percent (15.00%) of the eligible redevelopment project costs incurred by the Developer in connection with the construction of the Project pursuant to the terms of the Redevelopment Agreement and the TIF Act; and

WHEREAS, the estimated eligible redevelopment project costs to be incurred by the Developer for the Project are \$1,600,000.00; and

WHEREAS, the Bank has agreed to make two loans to the Developer in the aggregate principal amount of \$1,600,000.00 (hereafter collectively referred to as the “Loan”), the proceeds of which shall be used by the Developer for the development and construction of the Project; and

WHEREAS, as security and a source of repayment for the Loan, the Developer has agreed to assign its right to payments under the Redevelopment Agreement to the Bank until such time as all obligations of the Developer to the Bank with respect to the Loan have been satisfied.

NOW, THEREFORE, for and in consideration of the recitals set forth above, to secure the Loan and all other amounts due or to become due under the instruments evidencing the Loan, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby unconditionally assigns and sets over to Bank any and all of the Developer’s rights to receive payment or reimbursement from the City under the Redevelopment Agreement, together with all amendments, addenda, supplements, modifications

and extensions thereto, whether made now or hereafter, subject to the terms and conditions hereafter set forth.

1. The recitals set forth in the preambles to this Collateral Assignment are hereby incorporated into this paragraph 1 as if fully set forth herein.

2. The Developer hereby authorizes and directs that until such time as all obligations under the Loan have been satisfied, the City to pay directly to the Bank any and all amounts due and owing to the Developer pursuant to the Redevelopment Agreement. The Bank shall give notice to the Developer within ten (10) business days following its receipt of any payments from the City under the Redevelopment Agreement. In connection therewith, the Developer hereby irrevocably appoints the Bank as the Developer's power of attorney to exercise any or all of the Developer's right in, to and under the Redevelopment Agreement, including but not limited to the right to receive payments from the City, and to do any or all other acts, in the Developer's name or in the Bank's own name, that the Developer could do under such agreement with the same force and effect as if this Collateral Assignment had not been made.

3. This Collateral Assignment shall not be deemed to be an assignment of the Developer's obligations under the Redevelopment Agreement, it being the explicit understanding and agreement between the Developer, City and Bank that the Developer shall remain bound by the Redevelopment Agreement obligations to the City, and any other parties interested in any matter whatsoever related to the development of the Real Estate or the Project, for the Developer's non-performance or default under said Redevelopment Agreement. In connection therewith, the Developer agrees to take all steps necessary to comply with and satisfy the terms of the Redevelopment Agreement and to indemnify and hold the Bank harmless from any judgments, claims, demands, costs and expenses, including reasonable attorney's fees, in connection with the Developer's non-performance or default of the Redevelopment Agreement.

4. The Developer shall file, in a timely manner and pursuant to the terms of the Redevelopment Agreement, all requests for reimbursement from the City and such other documents as may be necessary to receive approval for the reimbursement of redevelopment project costs incurred by the Developer in connection with the Project from the City.

5. The Developer represents and warrants to the Bank as follows:

(a) The Developer, with the consent of the City herein, has full power and authority to make this Collateral Assignment, notwithstanding any provisions to the contrary in the Redevelopment Agreement;

(b) The Redevelopment Agreement is in full force and effect, there are no defaults thereunder or known matters which may give rise to an event of default upon the giving of notice or passage of time.

(c) There are no defenses, rights to setoff or counterclaims with respect to any matters contained in the Redevelopment Agreement. The Developer, upon the construction of the Project in accordance with the plans and specifications approved by

the City, will be entitled to the reimbursement of fifteen percent (15%) of the total eligible redevelopment project costs expended in the Project from the net incremental real estate tax generated by the Project.

(d) Upon the execution of this Collateral Assignment, the Bank will be entitled to receive all payments to which the Developer is entitled pursuant to the Redevelopment Agreement.

6. The Developer agrees to execute and deliver to Bank any other documents or instruments necessary to satisfy the intent and purposes of this Collateral Assignment expressed herein and to perfect the assignment made hereby. In the event the Developer receives any payment from the City under the Redevelopment Agreement prior to the satisfaction of the Developer's obligations under the Loan, the Developer agrees to remit such funds to the Bank within five (5) days of its receipt of said payment from the City.

7. The Developer shall not further assign the Redevelopment Agreement, or cause any amendment or modification of such agreement, without the prior written consent of the Bank, which may be withheld in the Bank's sole and absolute discretion.

8. All payments to be made to the Bank pursuant to this Collateral Assignment shall be made to the following address:

BankORION
Attention: Eric Tagtmeier
5301 44th Avenue Drive
Moline, IL 61265

With a copy going to the Developer at the following address:

Mark Roemer
2550 Middle Road
Suite 300
Bettendorf, IA 52722

The Bank agrees to provide the Developer with a full accounting of any payments it receives from the City pursuant to the Redevelopment Agreement within ten (10) business days after its receipt of said payment from the City.

9. This Collateral Assignment shall be binding upon and inure to the benefit of the successors, assigns, legal and personal representatives, executors, administrators, heirs and other transferees of the parties hereto. Notwithstanding the foregoing, the Developer shall not assign this Collateral Assignment without the prior written consent of the Bank.

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment by their duly authorized representatives, dated and effective as the date first written above.

PHILLIPS LOFTS, LLC, an Illinois limited liability company

By _____
Mark D. Roemer, Member

BANKORION, an Illinois banking corporation

By _____
Its _____

ACKNOWLEDGEMENT AND CONSENT TO COLLATERAL ASSIGNMENT
BY THE CITY OF MOLINE, ILLINOIS

The undersigned, the duly authorized and acting Mayor of the City of Moline, Illinois, acting under authority granted by the City Council, hereby signs solely and exclusively to acknowledge the rights of Assignee to receive the payments, but only as such rights accrue, and to acknowledge actual notice and consent to said assignment pursuant to the Redevelopment Agreement. Nothing in this Assignment shall affect the rights and obligations of the City under the Redevelopment Agreement. The City of Moline, Illinois, further agrees that any payments due to the Developer pursuant to the Redevelopment Agreement, until further notice from Bank, be sent and made payable directly to Bank. The City hereby agrees to send a copy of any notices sent to the Developer to the Bank at the above-listed address within three (3) days of sending said notice to the Developer.

CITY OF MOLINE, ILLINOIS

By _____
Mayor Donald Welvaert

Attest: _____
City Clerk Tracy Koranda

Exhibit A

Tract I

Lot 2, excepting the East 7.5 feet thereof in Block 3 of Pitts, Gilbert and Pitts' First Addition to the City of Moline, Rock Island County, Illinois; according to the Plat thereof recorded June 30, 1857 in Plat Book 1, page 3; Also the South 10 feet of so much of Fifth Avenue (formerly Henry Street), as lies North of and adjacent to said portion of Lot 2 herein, vacated by Ordinance passed by the City Council of the said City of Moline on April 3, 1876.

AND

Tract II

All of Lot 3 and the East 28 feet of Lot 4 in Block 3 of Pitts, Gilbert and Pitts' First Addition to City of Moline, Rock Island County, Illinois; according to the Plat thereof recorded June 30, 1857 in Plat Book 1, page 3; Also the South 10 feet of so much of Fifth Avenue (formerly Henry Street) as lies North of and adjacent to said Lots 3 and 4 herein, as vacated by Ordinance passed by the City Council of the said City of Moline on April 3, 1876.