

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, February 19, 2013

Oath of Office

Mayor's Appointment of Dick Brown to 4th Ward Alderman to fill the unexpired term of Ted Ronk to expire April 30, 2013.

Questions on the Agenda

Agenda Items

- 1. Intergovernmental Agreement to provide the City access to the Comptroller's Local Debt Recovery Program.** (Kathy Carr, Finance Director)
- 2. A Special Ordinance declaring the property at 1852 16th Street as surplus and authorizing sale of property.** (Amy Keys, Deputy City Attorney)
- 3. A Special Ordinance declaring the property at 307 16th Avenue as surplus and authorizing sale of property.** (Amy Keys, Deputy City Attorney)
- 4. Agreement between the City of Moline and the Metropolitan Airport Authority of Rock Island County** (Ray Forsythe, Planning & Development Director)
- 5. Approval of a Contract with Valley Construction, Inc. for 5th Avenue Reconstruction, 11th – 14th Streets** (Scott Hinton, City Engineer)
- 6. Other**

Explanation

1. Intergovernmental Agreement between the City of Moline and the Illinois Office of the Comptroller to provide the City access to the Comptroller's Local Debt Recovery Program.

(Kathy Carr, Finance Director)

Explanation: The Illinois Office of the Comptroller operates a system for the collection of debt owed to the State of Illinois by persons receiving payments from the State. Pursuant to adoption of Public Act 97-632, municipalities may utilize the State's system to access the State's local debt recovery program for purposes of collecting both tax and non-tax debts owed to the municipalities. In order to participate in the Local Debt Recovery Program, municipalities are required to enter into an intergovernmental agreement with the Illinois Office of the Comptroller. Additional documentation attached.

Staff Recommendation: Approve
Fiscal Impact: Increased collections
Public Notice/Record: N/A
Goal Impacted: Financially Strong City

2. A Special Ordinance declaring the property at 1852 16th Street as surplus and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 1852 16th Street, Moline, to Armando G. Calderon. (Amy Keys, Deputy City Attorney)

Explanation: The City acquired the property at 1852 16th Street as a result of abandoned building proceedings. Contractors expressed interest in rehabilitating and purchasing this property. The City published a request for proposals for the purchase and rehabilitation of 1852 16th Street on January 15, 2013, and Armando G. Calderon ("Calderon") submitted the proposal most advantageous to the City. Calderon has offered to purchase 1852 16th Street for \$27,050.00 and promises to complete interior and exterior repair and restoration of the building on said property within twelve (12) months of the date of possession of said property, with possible extension of the completion date as may be agreed to in writing by the parties, but not later than May 1, 2014. Calderon intends to relocate its business offices and storage to this property. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the repair and restoration of a blighted property. This property was in arrears for the 2007, 2009, 2010 and 2011 property taxes. Those property taxes have been deemed null and void by the County Treasurer pursuant to 65 ILCS 5/11-31-1 and 35 ILCS 200/21-95. The property taxes for 2012 payable in 2013 have been deemed exempt. Calderon will be responsible for payment of property taxes assessed in 2013, payable in 2014. Additional documentation attached.

Staff Recommendation: Approve
Fiscal Impact: N/A
Public Notice/Recording: Law Department to Record Quit Claim Deed
Goals Impacted: Strong Local Economy

3. A Special Ordinance declaring the property at 307 16th Avenue as surplus and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 307 16th Avenue, Moline, to Augustin and Yesenia Martinez. (Amy Keys, Deputy City Attorney)

Explanation: The City acquired the property at 307 16th Avenue as a result of abandoned building proceedings. The City has used housing program funds to do some work rehabilitating this property. The rehabilitation work is not completed at this time. Once a buyer is in place, there are Home Buyer with Rehabilitation funds that can be used to help to complete the rehabilitation work. Since various housing program funds were used, the home must meet HUD's required Housing Quality Standards before occupancy, the buyers must meet certain income requirements, and the buyers must have a child under the age of six (6). After nearly a year of trying to locate a buyer who meets all the requirements, the home was listed with a realtor familiar with the housing program requirements and buyers meeting the requirements have presented the City an offer to purchase in the amount of \$50,000.00. Staff recommends accepting this proposal so this project can begin as soon as possible and result in the completion of the restoration of this blighted property. This property was in arrears for taxes, and the delinquent property taxes for years prior to 2011 have been deemed null and void against the property by the County Treasurer, and the only taxes that remain are the taxes for 2011. Staff recommends paying those taxes from the sale proceeds. There may also be costs that cannot be covered by the housing program funds. Staff recommends paying those costs also from the sale proceeds. Additional documentation attached.

Staff Recommendation: Approve
Fiscal Impact: N/A
Public Notice/Recording: Law Department to Record Deed
Goals Impacted: Strong Local Economy

4. Agreement between the City of Moline and the Metropolitan Airport Authority of Rock Island County (Ray Forsythe, Planning & Development Director)

Explanation: The City of Moline and the Metropolitan Airport Authority (Airport) recognize the mutual benefit of economic development around the Airport and south of the Airport property. In addition to the Hampton Inn and other businesses currently located on Airport property, development of a Holiday Inn Express has been proposed and is in negotiation. The City and the Airport have had various agreements in effect over the past 15 years pertaining to development, utilities and annexation. Included in said agreements is a 1998 Memorandum of Understanding that transferred the Airport's ownership of its entire water and sewer system to the City and allowed the Airport and its tenants to pay in-City rates for water and sewer service, and a 2004 annexation agreement that permitted a certain portion of the Airport property to be annexed to allow for the City's growth south of the Airport. The City and the Airport have determined that the successive agreements may result in conflicting interpretations as to development on or near Airport property and, through approval of this Agreement, they desire to resolve any issues as to development on the property, to establish a boundary around the Airport to ensure that the Airport remains autonomous and unincorporated, to provide for cooperation in continuing development of the southwest corner of the Airport property, and to continue cooperation between the City and the Airport in the future. This Agreement includes provisions for the Airport's voluntary annexation of land containing the current Hampton Inn and the land on which the proposed Holiday Inn Express is to be located, as well as a cost-sharing arrangement between the City and Rock Island County for the hotel-motel tax revenues. Additional documentation attached.

Staff Recommendation: Approve
Fiscal Impact: Increased property tax revenue from annexed properties offset by initial capital costs for extension of utilities
Public Notice/Recording: NA
Goals Impacted: Strong Local Economy, Financially Strong City, A Great Place to Live

5. Approval of a Contract with Valley Construction, Inc. for Project #1176, 5th Avenue Reconstruction, 11th – 14th Streets (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on February 12, 2013 for Project #1176 with the following results:

\$1,437,749.80	Valley Construction
\$1,444,044.00	Walter D Laud
\$1,487,668.10	Centennial Contractors
\$1,546,000.00	Brandt Construction
\$1,596,125.35	Langman Construction

Additionally, an estimated \$290,000.00 in SSA funds will be used to purchase street lights, benches, and trash receptacles, bringing the final project cost to \$1,727,749.80. Additional documentation attached.

Staff Recommendation: Staff recommends approval of a contact with the lowest responsible and responsive bidder, Valley Construction, Inc.

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	*820,000.00	762,613.20	510-9965-438.08-10
SSA	500,000.00	**210,000.00	510-9965-438.08-10
Water	225,000.00	230,206.60	310-1716-434.04-25
WPC	75,000.00	70,762.55	320-1840-433.08-30
Storm	140,000.00	164,167.45	330-1971-433.08-35

\$1,760,000.00 \$1,437,749.80

*Includes an additional \$205,000.00 in CIP Reserves funding approved by Council at the January 22, 2013 Committee-of-the-Whole Meeting.

** An additional, estimated \$290,000.00 of SSA funds will be used to purchase the street lights, benches, and trash receptacles.

Public Notice/Recording: NA

Goals Impacted: Strong Local Economy
Improved City Infrastructure & Facilities

State of Illinois establishes a Local Debt Recovery Program

Effective January 1, 2012, Public Act 97-0632 established the "Local Debt Recovery Program" to allow units of local government to collect outstanding debt in coordination with the Illinois Comptroller's Office. The Act modified the State Comptroller Act (15 ILCS 404/10.05), which currently allows for an offset or deduction from State proceeds to individuals in order to pay either all of or a portion of the claim or account to the State of Illinois or the United States. This modification adds units of local government, school districts, and public institutions of higher education to the entities available to utilize such a procedure. The offset or deduction requested cannot exceed 25% of the net amount of the payment, and it cannot be put towards final compensation for payments with a value of accrued vacation, overtime or sick leave.

The recovery program is limited to claims exceeding \$50.00 for funds currently held by the State Treasurer, not anticipated funds. Exempt also from offset or deductions are the Senior Citizens' and Disabled Persons' Property Tax Relief and Pharmaceutical Assistant Act, as well as payments to the Illinois Prepaid Tuition Trust Fund. The Program would appear to allow local units of government, school districts and public universities to collect a wide variety of debts that may include parking tickets, fines, fees and other types of outstanding local obligations. The Comptroller's Office can access a processing charge of up to \$15 per transaction.

To initiate participation in the Local Debt Recovery Program, the local unit of government must execute an Intergovernmental Agreement with the Comptroller's Office. The Intergovernmental Agreement will establish responsibilities, duties and procedures to provide for the payments. The debts that the local units of government are seeking to collect must meet some initial procedural due process and notification requirements. For the local unit of government to meet the threshold of providing procedural due process and notification to the individual regarding the debt, they will need to provide the Comptroller's Office with information, including but not limited to the following: the name and address of the debtor, amount of the claim, description of the claim, time period under which the claim falls, the local unit of government to which the debt is owed, information regarding the notification given to the debtor, information as to the opportunity to be heard and statement of any outcome of hearing or proceeding held to establish the debt, and any date of final determination.

When processing the requested deduction, the person subject to the deduction shall receive written notice from the Comptroller's Office and shall have the right to make a written protest within 60 days after notice is received. The written protest must include the reason for contesting the deduction and provide the opportunity to present relevant information to enable the Comptroller's Office to determine the amount due and payable. The Intergovernmental Agreement will establish procedures through which the Comptroller will determine the validity of any protest and provide a final disposition regarding the deduction. Failure on the part of the debtor to file a written protest within 60 days waives the right to contest the claim and the Comptroller shall pay the deduction to the unit of local government.

The cities of Chicago, Springfield and Joliet have implemented this program. According to an NBC 5 Chicago report, the City of Chicago will go back as far as 22 years in an attempt to obtain payment toward outstanding parking tickets. The report indicates that Chicago may have already received \$5.2 million in past due parking tickets and other debts by intercepting Illinois state tax returns. The City of Joliet, which is also implementing the same program, indicated that it would seek deduction of such debts only 5 years back.

In short, the Local Debt Recovery Program may provide units of local government with a new and inexpensive collection tool against debtors who are anticipating funds from the State of Illinois.

AGREEMENT FOR SALE OF REAL ESTATE

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION
SELLER

ARMANDO G. CALDERON

PURCHASER

Address: 619 16th Street
Moline, IL 61265

Address: 1030 17th Street
Moline, IL 61265

Telephone: (309) 524-2012

Telephone: (309) 269-4272

THIS AGREEMENT IS DATED _____.

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 1852 16th Street, Moline, Illinois (Parcel Number 08-1929), consisting of 12,547 square feet, more or less, legally described as:

THE FOLLOWING DESCRIBED TRACTS OF LAND IN OUTLOT "E" IN CHILDS SECOND ADDITION TO THE CITY OF MOLINE, AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "E" IN THAT PART OF THE CITY OF MOLINE KNOWN AS AND CALLED CHILD'S SECOND ADDITION AS SAID LOT IS KNOWN AND DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION; THENCE RUN EAST ALONG THE NORTH LINE OF SAID LOT 103 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT, 150 FEET FOR A STARTING POINT; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 135 FEET; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 56.46 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT, 135 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 56.46 FEET TO SAID STARTING POINT; EXCEPT THE EAST 30 FEET OF THE SOUTH 55 FEET OF SAID FOREGOING TRACT OF LAND, ALSO BEGINNING AT THE NORTHWEST CORNER OF LOT NUMBER ONE (1) OF ASWEGE AND NELSON SUBDIVISION TO THE CITY OF MOLINE; THENCE RUN NORTH ALONG THE EAST LINE OF 16TH STREET PRODUCED SOUTH 105.5 FEET FOR A STARTING POINT; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID OUTLOT "E" 135 FEET TO AN ALLEY; THENCE RUN NORTH PARALLEL WITH THE EAST LINE OF SAID 16TH STREET, 50 FEET; THENCE RUN WEST PARALLEL WITH THE NORTH LINE OF SAID OUTLOT "E", 135 FEET TO THE EAST LINE OF 16TH STREET; THENCE RUN SOUTH ALONG THE EAST LINE OF 16TH STREET, 50 FEET TO SAID STARTING POINT; SITUATED IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

Hereinafter referred to as the "Property," for the total sum of TWENTY-SEVEN THOUSAND FIFTY and No/100 DOLLARS (\$27,050.00) plus a right of reverter requiring Purchaser to complete interior and exterior renovations of 1852 16th Street. **The deadline to complete all renovations is March 5, 2014.** Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by a written amendment signed by both parties. In no event shall the completion date be extended beyond May 1, 2014, or the Property will automatically revert to the City; and adjusted for the special restrictions and covenants as set forth in the sections related to special restrictions and covenants herein, and payable in cash or other immediately available funds, at Closing, as defined herein. Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. Therefore, the Purchaser agrees that Purchaser's offer to buy hereunder shall be irrevocable until March 12, 2013, to allow Seller's City Council to consider and approve this Agreement at its March 5, 2013 City Council meeting all as described herein below.

SPECIAL RESTRICTIONS AND COVENANTS

Each and every item listed in this Section shall be construed as a material condition of this Agreement for Sale of Real Estate and shall be controlling over any portion in conflict therewith and any provision of any deed created pursuant hereto. If Purchaser or its successors in interest, if any, are at any time in breach or other violation of any provision of this Section and so remain for a period of fourteen (14) days after notice from Seller of the breach or other violation, then the Seller may reclaim and repossess the real estate interests transferred pursuant hereto; the Seller shall retain any and all amount paid to it for purposes of the transfer and/or sale contemplated herein as consideration for this Agreement and as payment for Seller's costs in preparing and conducting the sale herein contemplated. The special restrictions and covenants shall be as follows:

1. The purchase price for the Property is Twenty-Seven Thousand Fifty and No/100 Dollars (\$27,050.00). All 2011 taxes due and payable in 2012 shall be borne by Seller. Of the 2013 taxes payable in 2014, the Seller shall pay its pro-rated share of the tax for the time period from January 1, 2013, to the date of Closing. The remaining amount due and owing shall be paid by Purchaser. Future taxes not otherwise provided for herein shall be paid by Purchaser.
2. Purchaser acknowledges and agrees to the following construction schedule:

Repair all roof leaks and seal coat the entire roof; repair all gutters needed for property drainage; exterior tuck-point brick work as needed; paint entire building; interior – all mechanical systems to be brought to working order; make repairs and alterations required to make interior presentable and code compliant for end users; utilize the services of an architect to help in planning above work.

The deadline to complete all renovations is March 5, 2014. Seller may in its sole discretion agree to extend the date of completion. Any extension shall be by

a written amendment signed by both parties. In no event shall the completion date be extended beyond May 1, 2014.

Purchaser further acknowledges and agrees that Purchaser's failure to abide by any of the above conditions will result in reverter of the Property to the Seller without further action by or notice from the Seller, and Purchaser will voluntarily relinquish all interests in the Property to the Seller. In the case of reverter, any improvements done to the Property by the Purchaser shall become the property of the Seller and Purchaser has no right to said improvements or reimbursement therefor.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

At Closing, Seller shall deliver a Quit Claim Deed to Purchaser or his/her licensed attorney practicing in Rock Island County, in the name of the Purchaser conveying Seller's interests and title, with the right of reverter if the above conditions are not met, together with such other documents that may be required to record the deed and transfer personal property. If the above conditions are met on March 5, 2014, or in no event beyond May 1, 2014, the right of reverter shall cease.

POSSESSION AND CLOSING

- (a) The Closing of this transaction shall be held on or before March 15, 2013 ("Closing"), with possession of the Property to be delivered to Purchaser on or at Closing, free and clear of all possessory interests, including, without limitation, squatters, except for the right of reverter, which will cease if above conditions are met by the deadline.
- (b) Possession shall be deemed delivered when Seller has vacated the Property.

ASSIGNMENTS AND TRANSFERS PROHIBITED

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said Property prior to Closing.

BUILDINGS, FIXTURES AND PERSONAL PROPERTY

All buildings or fixtures presently installed on the Property shall be left by Seller in or upon said Property as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto and shall pass to Purchaser at delivery of the Quit Claim Deed.

CONDITION OF THE PROPERTY

Sale of the property shall be "as is without representation or warranty as to fitness or condition."

CASUALTY CLAUSE

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate liability insurance on the above Property until the deed is delivered to the Purchaser. Purchaser shall be responsible for insurance coverage, including liability coverage upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to the Seller to reduce the monies due hereunder, if any; provided, however, that should monies paid as a result of said damage exceed any monies due hereunder, then such excess amount shall be retained by Purchaser.

EXPENSES OF TRANSFER

PURCHASER shall pay:

- (a) Recording fee for deed;
- (b) Costs of any additional appraisal for the Property obtained by Purchaser;
- (c) Revenue stamps and recording of any releases, if any;
- (d) Broker commission, if any;

EACH PARTY shall be responsible for its own attorney fees and customary Closing costs.

ENTIRE AGREEMENT

This Agreement, executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and this Agreement shall extend to and be binding upon the executors, administrators, and assigns of the parties hereto.

LEGAL ASSISTANCE

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

ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an irrevocable offer to buy by Purchaser on the terms stated above. This Agreement must be accepted by Seller on or before March 5, 2013, and Purchaser's offer to buy herein shall be irrevocable to and including March 5, 2013, to allow Seller's City Council opportunity to review and approve this Agreement. Within twenty-four (24) hours of acceptance by Seller's City Council, Closing shall be scheduled. Purchaser acknowledges and agrees that this Agreement is subject to Seller's right and legal responsibility to formally submit this Agreement to the Seller's City Council for review, approval and authorization to execute. If not so approved by the Council by March 5, 2013, this offer and Agreement shall be void. The parties understand that Seller's City Council may not approve this Agreement

and that until approved by the City Council, it is not and shall not be binding upon Seller, its officers, employees or agents.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

Executed by SELLER:

CITY OF MOLINE, ILLINOIS,
A MUNICIPAL CORPORATION

By: _____
Donald P. Welvaert, Mayor

Date: _____

ATTEST:

By: _____
Tracy A. Koranda, City Clerk

Date: _____

Executed by PURCHASER:

ARMANDO G. CALDERON

By: _____
Armando G. Calderon

Date: _____

FOR INFORMATION ONLY:

Seller's Attorney:
Amy L. Keys
(309) 524-2012



REAL ESTATE PURCHASE AGREEMENT
 For the Exclusive Use of Members of the Quad City Area REALTOR® Association
 This is a legally binding contract when fully executed by all parties.

Date Agreement Written: February 7, 2013

Listing Agent: Patty Casas

Buyer's Agent: Amy Karnavas

Office: Keller Williams

Office: I-74

Disclosure Confirmations:

A. **Agency.** An agency disclosure must be made at the time specific assistance is provided to Buyer or Seller. By signing below, Buyer and Seller confirm that prior informed written disclosure of agency representation was provided to them, that they understand said representation and that the disclosure was provided prior to signing. Buyer and Seller acknowledge and agree that:

CHECK ONE:

The Listing Agent is representing the Seller and the Buyer's Agent is representing the Buyer.

The undersigned confirm that they have previously consented to _____ (Licensee), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

Buyer Initial Date

Seller Initial Date

Buyer Initial Date

Seller Initial Date

The Buyer's Agent is representing the Buyer only.

The Listing Agent is representing the Seller only.

B. **Seller Property Disclosure.** If this agreement is for a 1 to 4 unit residential property and required by law, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Buyer making a written offer. By signing below, Buyer confirms that Buyer [] has [] has not received and read Seller's Property Disclosure Statement. Not Applicable

C. **Lead-Based Paint Disclosure.** If this agreement is for a residential property built prior to 1978, Seller must provide Buyer with (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer [] has has not received and read the above described documents: [] Not Applicable

D. **Illinois Radon Disclosure.** (for Illinois properties only) By signing below, Buyer confirms that Buyer [] has has not received and read radon disclosure. [] Not Applicable

E. Seller and Buyer request that Broker select, prepare, and complete documents allowed by law or rule, and may contact their client by telephonic or electronic communication.

[Signature] 2-7-13
Buyer Date

Seller Date

Yesenia Martinez 2-7-13
Buyer Date

Seller Date

(Seller) City of Moline

The undersigned (Buyer) Agustin Martinez

Yesenia Martinez

hereby offers to purchase for the total sum of \$ 50,000 the real estate located at;

307 16th Ave

Moline

IL 61265

and legally described as follows:

Supvr Asst Lot 226 Sheet 8

Earnest Money

Buyer hereby deposits the sum of \$ 100, in the form of [] cash [] check, in escrow with Keller Williams ("Escrow Agent") as Earnest Money, to be applied to the purchase price at closing. Broker will hold money in a special, non-interest bearing escrow account if an Illinois property or a special interest bearing escrow account if an Iowa property, with the interest being forwarded to the REALTOR® Foundation of Iowa, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller. In the event any contingency is not met by the date contained in such contingency, Seller recognizes the Earnest Money will be returned to Buyer, upon agreement in writing by both parties; and this Agreement shall be void. In the event of a default by Buyer hereunder, the Earnest Money shall be paid to Seller as provided in Paragraph 18. Earnest money will not automatically be returned or paid to any party. In the event of any dispute as to the retention or return of the Earnest Money, the Escrow Agent shall only take such action with respect to the Earnest Money as agreed in writing by the parties, as ordered by a court of competent jurisdiction, or pursuant to Iowa Administrative Rule 139E - 13.1 or Illinois 225 ILCS 454/20-20 (h) (8). Seller and Buyer agree to indemnify, defend and hold harmless the Escrow Agent from and against any and all liabilities and claims arising out of duties as Escrow Agent.

The balance of the purchase price shall be paid as follows:

 A. By payment of the sum of \$ at closing, with evidence of such funds to be provided to Seller within business days of Seller's acceptance of the Agreement. If such evidence is not so provided to Seller, this Agreement shall be null and void and the Earnest Money returned to Buyer; or

B. Sale subject to financing. This Agreement is subject to Seller receiving from Buyer's lender by February 7, 20 13 a written statement of pre-approval confirming that Buyer has credit-worthiness. This Agreement is also contingent upon Buyer providing a Conventional written loan commitment on the property in the amount of 95% LTV no later than March 21, 2013; If Buyer has made timely application and a loan commitment cannot be obtained by Buyer within the time provided, or if Buyer's lender does not provide such written statements, this Agreement shall be null and void and all Earnest Money shall be returned to Buyer.

In addition, the sale and purchase of the property shall be subject to the following terms and conditions:

Buyer request that that all items on the spec bid sheet dated 10/31/12 be completed in addition the buyer requests

that the seller also installs central air which is not included in the bid sheet.

Property purchase will be subject to final inspection by city and buyer's.

y.m
A.M
Initial(s)

Buyer's

/
Initial(s)

Seller's

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

1. **Closing and Possession.** Closing shall be on a mutually agreed upon date but not later than March 29, 2013. Seller shall deliver possession concurrently with closing, UNLESS possession should occur after closing, in which case, Seller shall deliver possession to Buyer not later than closing. Per diem liquidated damages in the amount of \$0 shall be paid by the Seller to the Buyer for each day the delivery of possession is beyond the agreed possession. In either event:

- (a) Possession shall be deemed delivered when Seller has vacated the property and delivers the keys to either the Buyer or the Buyer's Agent.
- (b) Necessary timely legal notices to tenants, if any, shall be given by Seller unless otherwise agreed to by the parties.
- (c) If Seller shall fail for any reason whatsoever to vacate said property on the date set forth above, the Buyer shall, in addition to all other remedies, have the right to commence any legal action or proceeding to evict and remove the Seller from the property with Seller hereby agreeing to reimburse the Buyer for all damages, reasonable attorney fees and expenses incurred by the Buyer in the enforcement of the Buyer's rights under this Agreement.

The parties agree, that nothing contained herein is intended to create a landlord and tenant relationship between them.

2. **Subject to Sale.** This offer is expressly made contingent upon Buyer entering into a binding Contract for the sale of Buyer's existing residence located at _____ by 12:00 midnight on _____, 20____ and the subsequent closing of the same. Buyer agrees to list said residence for sale with a licensed real estate firm of Buyer's choice within _____ hours of acceptance of this Agreement, and to proceed with all due diligence to procure a binding Contract. In the event Buyer does not enter into a binding Contract for the sale of such existing residence by the date specified, this offer shall become null and void and the Earnest Money deposit refunded to Buyer.

3. **Option Hour Clause.** Due to the _____ contingency in Buyer's offer, it is mutually agreed that Seller may continue to offer the subject property for sale. In the event another offer which Seller wishes to accept is tendered on the subject property, Seller shall deliver to Buyer, or Buyer's Agent, written notification of Seller's intent to accept said offer and Buyer shall then have _____ hours, inclusive of weekends and holidays, from the time notification is received to eliminate _____ contingency to their offer. If the above Buyer fails to eliminate said contingency within the _____ hour period, this offer shall become void and Buyer thereby relinquishes all claim on the subject property and the Earnest Money will be refunded to Buyer.

4. **Subject to Closing.** This Agreement is expressly subject to Buyer closing the sale of Buyer's property at _____ on or before _____, 20____. If Buyer's home does not close on or before the above date, this offer will be null and void and the Earnest Money returned to Buyer.

5. **Appraisal.** Subject Property must be appraised by a state licensed or certified appraiser retained by Buyer or Buyer's lender, at or above sale price. Buyer agrees to proceed with all due diligence to obtain appraisal and agrees to provide Seller with copy of such appraisal, if appraised value is lower than the sale price. Seller may give notice to Buyer within 3 business days of receipt of appraisal, that Seller is unilaterally lowering the purchase price to equal the appraised value as determined by the appraisal and Buyer shall continue to be bound to complete this transaction, otherwise this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer.

6. **Taxes, Dues, Special Assessments.** All real estate taxes and association dues shall be prorated between Buyer and Seller as of the date of closing. Any proration of real estate taxes shall be in accordance with standards adopted by the county bar association of the county where the real estate is located. Seller shall pay all special assessments that are a lien on the property as of the date of closing, and also all special assessments to be levied for improvements completed. Further, Seller shall pay all assessments of improvements for which Seller has received written notice or resolution prior to the date of this Agreement. All other assessments shall be paid by Buyer. Utility charges will be adjusted by the parties by appropriate meter readings at or about the time of delivery or possession.

AM / VM Buyer's Initial(s) / Seller's Initial(s) (Buyer(s) and Seller(s) acknowledge that they have read this page.)

7. **Proration.** The following items, if applicable, shall be prorated as follows:
- A. Rent, if any, (with transfer in full of any security/damage deposit) at date of closing;
 - B. Other income and operation expenses, if any, at date of closing;
 - C. Proration of LP tank rental and remaining gas at date of possession;
 - D. Fees related to property (ie. Association fees, water fees) at date of possession.
8. **Condition of Property upon transfer.** Buyer acknowledges that Buyer has inspected the property, is acquainted with the condition thereof, and accepts the same under one of the following terms:

Buyer to check 1 or 2

- 1. "As Is" condition.
- 2. "As Is" except Seller affirms the heating and air conditioning system, electrical system, plumbing system, septic system (if applicable), all built-in appliances, and other mechanical equipment, included as part of the purchase price, will be in working condition as of the date of possession with the following exceptions (if none, so state) **none**. In the event the condition of the air conditioning system cannot be determined on the date of possession, due to the season of the year, the affirmation on it shall be extended for 0 days following closing so that the air conditioning system can be properly tested. The affirmation contained herein shall survive the closing of the transaction. Notice of breach of warranty must be served upon Seller, Seller's Attorney, or Listing Agent within 48 hours after the date of possession or, if concerning the air conditioning system, within the extended term. Failure to give written notice within the specified period shall constitute a waiver of the right to recover for damages.

The property, as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by Seller in its present condition until possession, ordinary wear and tear excepted. Buyer shall be permitted to perform a walk-through inspection of the property prior to possession or closing, whichever takes place first, in order to determine that there has been no change in the condition of the property.

9. **Inspections.** Within seven (7) business days of acceptance of this Agreement, Buyer has the right to obtain any inspection(s) of the property by licensed inspector(s) qualified in such matters, as checked below. If Buyer fails to obtain inspections within seven (7) business days of acceptance of this Agreement, the inspection contingency shall be considered waived. Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such inspection(s) and request any additional inspections reasonably related to such deficiency. Within three (3) business days after receipt of request for additional inspections, the parties may, but are not required to, agree by amendment to terms and timetable for such additional inspection(s). Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such additional inspection. Within three (3) business days after the final notice of deficiencies, Seller may agree to remedy all of the deficiencies and then the contract will remain in full force and effect. In the event the Seller does not agree to remedy all deficiencies, the parties may, but are not required to, agree by amendment to terms necessary to remedy any deficiency revealed by any inspection. If terms of this amendment are not met, this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer. The parties agree the following indicated inspections shall be made on the property:

Type of Inspection	To be paid by:	Type of Inspection	To be paid by:	Type of Inspection	To be paid by:
<input type="checkbox"/> Asbestos	_____	<input type="checkbox"/> Pool	_____	<input type="checkbox"/> Survey	_____
<input type="checkbox"/> Central Air	_____	<input checked="" type="checkbox"/> Radon	buyer	<input type="checkbox"/> Well Water Test	_____
<input type="checkbox"/> Electrical	_____	<input type="checkbox"/> Roof-Shingles	_____	<input type="checkbox"/> Well	_____
<input type="checkbox"/> Flood Certification	_____	<input type="checkbox"/> Entire Roof	_____	<input type="checkbox"/> Whole House with Radon	_____
<input type="checkbox"/> Foundation	_____	<input type="checkbox"/> Septic	_____	<input type="checkbox"/> Whole House without Radon	_____
<input type="checkbox"/> Furnace	_____	<input type="checkbox"/> Septic opening and closing both inlet and outlet	_____	<input checked="" type="checkbox"/> Other	city inspec.
<input type="checkbox"/> Mold	_____	<input type="checkbox"/> Sewer Line	_____		
<input type="checkbox"/> Plumbing	_____				

once completed

- Buyer waives all inspections
- Buyer waives all inspections except Wood Infestation Inspection.

10. **Home Warranty.**
- 1. It is agreed to that the _____ (Seller/Buyer) shall provide a one (1) year _____ Home Warranty policy on the property at a cost of \$_____.
 - 2. There shall be no home warranty provided on this property. Buyer understands the Seller does not warrant any system unless otherwise covered within this agreement.

AM / *VA* Buyer's Initial(s) / Seller's Initial(s) (Buyer(s) and Seller(s) acknowledge that they have read this page.)

11. **Wood-Infestation Report.** A. (Buyer) B. (Seller) C. (Not applicable) shall, at their expense, have the property inspected for termites or other wood destroying insects by a licensed pest inspector at least five (5) business days prior to closing, but no more than 30 days. **IF ACTIVE INFESTATION IS FOUND OR TREATMENT IS RECOMMENDED, THE PROPERTY SHALL BE TREATED AT THE SELLER'S EXPENSE.** If damage due to infestation, either present or prior, is discovered, the property shall be repaired at Seller's expense, providing that the cost of such repairs does not exceed \$ 1000.

If such repairs exceed the aforesaid amount, Buyer either agrees to pay the cost of repairs in excess of the aforesaid amount or declares this Agreement to be null and void, and the Earnest Money shall be refunded to Buyer. All reports, notifications, agreements, and elections under this paragraph shall be in writing and given as soon as practicable prior to closing.

12. **Fixtures.** All fixtures presently installed on the property, including but not limited to: window shades and blinds, rods, brackets, and awnings; all attached carpeting; existing storm and screen windows and doors; all attached cooling, heating, plumbing and electrical systems; all planted vegetation; sump pump; ceiling fans; and garage door openers and all remote units, fencing and transmitters shall be left by the Seller in or upon the property exactly as they are as of the date of this Agreement and shall be deemed a part of the real estate and, title thereto shall pass to the Buyer at closing, with the following exceptions:

Any "fixtures" reserved by the Seller must be removed by the Seller prior to possession and are excluded from this Agreement. Seller agrees to remove all debris and all personal property not included herein from the property by possession date.

13. **Evidence of Title.** If the property is located in Iowa, the Seller shall deliver a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located.

If the property is located in Illinois, the Seller shall either deliver: (a) a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located; or, (b) a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the property is located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Buyer's name for the amount of the purchase price.

If title evidence discloses exceptions other than those permitted under the rules for examination of title adopted by the local County Bar Association, Buyer or Buyer's Attorney shall give written notice of such exceptions to Seller within 30 days of receipt of the title commitment or abstract of title. Seller shall have 30 days to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Agreement in which case Buyer shall be entitled to refund of the Earnest Money. In Illinois, furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception. In Iowa, furnishing an Iowa Title Guaranty policy insuring over an exception shall constitute a cure of such exception.

14. **Conveyance of Title and Documents of Sale:** At closing Seller shall deliver either:
- (a) A warranty deed or fiduciary's deed, if applicable, to Purchaser, or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens; or
 - (b) In the event that Seller Financing applies to this agreement, then the executed Agreement for Deed or Contract for Deed shall be delivered and exchanged at closing.

AM / VM Buyer's / Seller's (Buyer(s) and Seller(s) acknowledge that they have read this page.)
Initial(s) Initial(s)

15. **Insurance/Risk of Loss.** Seller shall bear the risk or loss of damage to the property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing. Provided, however, Buyer shall have the option to complete the closing and receive all insurance proceeds regardless of the extent of the damage. If property is located in the State of Illinois, this agreement shall be subject to the Illinois Uniform Vendor and Buyer Act.
16. **Dwelling Code Violations.** Seller expressly warrants that, prior to the execution of this instrument, Seller has not received any notice by any city, village, or governmental authority of any existing dwelling code violations in the dwelling structure upon the property herein described.
17. **Entire Contract.** This Agreement including any riders indicated in paragraph 21 constitutes the entire Agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and on any riders attached. This Agreement may be modified only by amendment or initialed and dated where modified.
18. **Defaults/Remedies.**
- (a) If Buyer fails to make any payment or to perform any obligation imposed upon Buyer by this Agreement, Seller may serve written notice of default upon Buyer, Buyer's agent, or Buyer's attorney and if such specified default is not corrected within five (5) business days thereafter, Seller, subject to the terms of any listing agreement, may accept the Earnest Money and any additional down payment as damages or may pursue any available legal remedy including specific performance.
 - (b) In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Buyer may serve written notice of default upon Seller, Seller's agent, or Seller's attorney and if such default is not corrected within five (5) business days thereafter, Earnest Money and any additional down payment deposit shall be refunded to Buyer without prejudicing the Buyer's right to any available legal remedy including specific performance.
 - (c) In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of the default.
19. **Notice.** All notices required pursuant to this Agreement shall be in writing and signed by the party or the party's agent (an "agent" shall be any person or persons designated in writing as such by a party and any attorney representing said party) and shall be given to the other party or that party's agent by:
- (a) Personally served upon the other party or that party's agent, in which case notice shall be effective upon the date of delivery;
 - (b) By electronic transmission to the other party or that party's agent, in which case notice shall be effective on the date of the electronic transmission; or
 - (c) Certified or registered mail, return receipt requested, and sent to the address of the party set forth herein, in which case notice shall be effective on the date of mailing.
- Notice to any one party of a multiple person party shall be sufficient notice to all.
20. **Electronic Transmission.** For the purpose of negotiating and finalizing this Agreement, any document transmitted electronically shall be treated in all manner and respects as an original document. The signature of any party shall be considered an original signature and any such electronic document shall be considered to have the same binding legal effect as an original document.

AM / VM Buyer's / Seller's (Buyer(s) and Seller(s) acknowledge that they have read this page.)
Initial(s) Initial(s)



® Making It Happen!

**RIDER NO. 8
RADON RIDER**

This Rider is a supplement to, and supersedes Paragraph 9 of the Real Estate Purchase Agreement as it relates to Radon Inspections, and becomes part of the Agreement for Sale of Residential Real Estate, to which it is attached, between:

the Seller: City of Moline

and the Buyer: Agustiri Martinez Yesenia Martinez

Buyer requests a radon inspection to be completed within 10 days of acceptance of this agreement, paid for by buyer. If the radon level is at or above 4.0 Pico curies per liter (pCi/L), both parties agree to have property mitigated by a credentialed radon specialist/licensed mitigator and in a manner recommended by a credentialed radon specialist/licensed mitigator in the state of IA/IL, at seller's (seller or buyer's) expense, at a cost not to exceed \$ 1200, and this offer remains binding on both parties.

EXECUTED BY BUYER:

EXECUTED BY SELLER:

[Signature] 2-7-13
Date

Date

Yesenia Martinez 2-7-13
Date

Date



**Quad City Area REALTOR® Association
ILLINOIS/IOWA-AGENCY DISCLOSURE NOTICE
and
CONSENT TO DUAL AGENCY**



Mel Foster Co. is pleased to assist you in connection with the purchase, sale and/or lease of real estate. The following will govern the terms of your relationship with M/A Amy Karnavas

as its Appointed/Designated Agent to represent Agustin Martinez Yesenia Martinez

in connection with the possible purchase, sale and/or lease of real estate. Term of client shall hereafter refer to seller, buyer, landlord, tenant, optionor or optionee. Only the Appointed/Designated Agent will represent the client(s) named above (together with any additional Appointed/Designated Agent who may be designated by Mel Foster Co. hereafter). No other broker or sales associate affiliated with Mel Foster Co. will be acting as an agent for the client(s) named above. It is the policy of Mel Foster Co. to offer real estate services exclusively through Appointed/Designated Agents with respect to Illinois/Iowa real estate. The Appointed/Designated Agent and other company sales associates may provide services simultaneously to other parties involving the same real estate. When representing the buyer, tenant, or optionee Mel Foster Co. and the Appointed/Designated Agent will generally be offered and will accept a commission from the seller, landlord, or optionor or the seller, landlord, or optionor's real estate agent, who may not be a client of Mel Foster Co. or the Appointed/Designated Agent. It is the policy of Mel Foster Co. to reciprocate with other broker's offers to cooperate and compensate. It is also the policy of Mel Foster Co. to neither offer subagency to or accept subagency from cooperating brokers.

DUTIES TO ALL PARTIES

- A real estate agent, including the Appointed/Designated Agent, has the following duties to all parties to a transaction, regardless of which party the agent represents:
- A. To provide real estate brokerage services to all parties to the transaction honestly and in good faith;
 - B. To diligently exercise reasonable skill and care in providing brokerage services to all parties;
 - C. To disclose to each party all material adverse facts that the agent knows, except for the following:
 - 1. Material adverse facts known by the party.
 - 2. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3. Material adverse facts the disclosure of which is prohibited by law.
 - D. Material adverse facts that are known to a person who conducts an inspection on behalf of a party. A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a real estate agent as being of such significance to a reasonable party, that it affects or would affect a party's decision to enter into a contract or agreement concerning a transaction, or affects or would affect a party's decision about the terms of a contract or agreement.
 - E. To account for all property coming into the possession of the agent that belongs to any party within a reasonable time of receiving the property.

DUTIES TO A CLIENT

- In addition to the real estate agent's duties to all parties as provided above, a real estate agent, including the Appointed/Designated Agent, has the following duties to the agent's client(s):
- A. To place the client's interests ahead of the interests of any other party, unless the agent is acting as a disclosed dual agent, as discussed below;
 - B. To disclose to the client all information known by the agent that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection;
 - C. To fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the agent has under the law;
 - D. To disclose to the client any financial interests the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to a transaction.

DUTIES OF A DISCLOSED DUAL AGENT

An Appointed/Designated Agent may legally represent both the seller, landlord, or optionor and the buyer, tenant, or optionee in a transaction, but only with the prior knowledge and the written consent of both parties. This is called "Dual Agency". The Appointed/Designated Agent will be acting as a Dual Agent when he or she represents both the owner/seller, landlord, or optionor and the prospective buyer, tenant, or optionee. This means that when the Appointed/Designated Agent is the listing agent and the selling agent, the Appointed/Designated Agent will be representing both parties simultaneously. When acting as Dual Agent, the agent has the same Duties to All Parties and Duties to A Client, as set forth above, EXCEPT, a Dual Agent may not and does not have a duty to place one client's interests ahead of the interests of the other client. Representing more than one party to a transaction may present a conflict of interest since both clients may rely upon Appointed/Designated Agent's advice and Buyer, Tenant, or Optionee and Seller's, Landlord, or Optionor respective interests may be adverse to each other. The Appointed/Designated Agent will endeavor to be impartial between both parties and will not represent the interest of either party to the exclusion or detriment of the other party. Appointed/Designated Agent will act as a dual agent only with the written consent of ALL parties in the transaction.

By signing this agreement the client agrees that the Appointed/Designated Agent may act as a Disclosed Dual Agent when the agent represents both the seller, landlord, or optionor and the buyer, tenant, or optionee. Parties are not required to participate in Disclosed Dual Agency.

ACKNOWLEDGMENT AND CONSENT TO AGENCY/DUAL AGENCY

I (We) acknowledge that I(we) have read this document, and that Mel Foster Co. and the Appointed/Designated Agent have made full disclosure of the client(s) the Appointed/Designated Agent represents, the duties of a real estate agent to the parties, and the type of representation the agent will provide. I(We) consent to the Appointed/

Designated Agency policy and the designation of N/A as our Appointed/Designated Agent. I(We) have read and understand this statement, have asked questions I(we) have deemed appropriate regarding this disclosure and agreement, and I(we) acknowledge signing and receiving a copy of this document before receiving any specific assistance from the Appointed/Designated Agent or making or accepting an offer, which ever is sooner.

It is disclosed that Mel Foster Co. Insurance, Inc. is owned by Mel Foster Co., Inc. and that TMI Home Warranty, L.L.C. is owned in part by Mel Foster Co. Properties, Inc. of Illinois and other persons and entities affiliated with Mel Foster Co., Inc.

IF YOU DO NOT UNDERSTAND ALL THE TERMS OF THIS DOCUMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

Client's Signature(s):

Agustin Martinez
Printed Name
[Signature] 2-7-13
Signature Date

Yesenia Martinez
Printed Name
[Signature] 2-7-13
Signature Date

Appointed/Designated Agent's Signature

Amy Karnavas
Printed Name
[Signature] 2/7/13
Signature Date

SPECS BY LOCATION/TRADE

10/31/2012

Pre-Bid Site Visit: _____
 Bidding Open Date: _____
 Bidding Close Date: _____
 Initial: _____

Case Number: _____
 Project Manager: _____
 Phone: _____

Address: 307 16th Ave. HB **Unit: Unit 01**

Location: 1 - Exterior **Approx. Wall SF: 0** **Ceiling/Floor SF: 0**

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 7 **Masonry**

Custom		1.00	AL		
Custom	REBUILD MASONRY WALLS RELAY AND REPLACE BRICK AS NEEDED AND TUCK POINT MASONRY WALLS BOTH SIDES FRONT ENTRANCE.	1.00	AL		

Trade: 8 **Metal Work**

1460	METAL GUARD RAIL--WROUGHT Design, fabricate, prime, topcoat and install a one-piece steel railing of 2" flat top and bottom rails and 1/4" balustrades 4" on center.BACK PORCH.	5.00	LF		
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Trade: 9 **Environmental Rehab**

9693	ENCLOSE PORCH CEILING--PLYWOOD After establishing any required ground containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape and HEPA vacuum any visible paint chips, dust and debris. Mark ceiling "Lead Paint" 4' on center. Apply a 3/8" BCX plywood ceiling with 7d screw shank nails, 8" on center and B side exposed. Trim perimeter with 1/4 round and seams with 2" lattice. Prime and top coat with premium acrylic latex. NOT A LEAD SPECIFICATION. FRONT PORCHL	240.00	SF		
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Trade: 10 **Carpentry**

2675	SIDING--ALUMINUM REPAIR Secure aluminum siding and replace missing or damaged siding, matching existing as closely as possible. Use pop rivets, if needed.MISSING SIDING BELOW PORCH CEILING IN FRONT.	200.00	SF		
Custom	FRONT STEPS REPAIR REPLACE DAMAGED FIRST TREAD AND INSTALL ICC APPROVED HANDRAIL ONE SIDE.	1.00	AL		

Location Total: _____

Location: 2-Mechanicals

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 21 HVAC					
6037	FURNACE--GAS REPLACE Dispose of furnace in legal dump. Install an intermittent pilot, gas fired, forced air furnace with minimum AFUE rating of 90 to existing plenum and gas line. Include set back thermostat, flue pipe and shut- off valve. Size furnace per heat loss analysis. POWER SIDE VENT . HVAC PERMIT IS REQUIRED.	1.00	EA		
Trade: 22 Plumbing					
7070	WATER HEATER--40 GALLON GAS Install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.POWER SIDE VENTED.	1.00	EA		
Trade: 23 Electric					
8000	Moline Rewire Specification Contractor to furnish and install all labor and material for the following work. 1. Install new amp service to current Moline code. Wire a GFCI next to panel. If existing service and panel box is adequate ensure it is grounded to meet existing code and that circuits are labeled at panel box. NEW SERVICE ALREADY INSTALLED. 2. Install 120 volt, battery backup, interconnected smoke detectors, one in each bedroom, one in hallways adjacent to each group of bedrooms, and minimum of one per level. Hallway detectors to be combo smoke/CO. 3. Receptacles. Ensure that the home meets the current NEC for six foot (6') spacing for general purpose receptacles. Verify that all receptacles are grounded and meet minimum requirements of the code. GFCI receptacles shall be allowed in place of grounded outlets on existing 2 wire circuits if the existing wire is 12 gauge romex wire in good shape and meets current code. Dedicated circuits as required by code. 4. Bathroom Receptacles. Insure that each bathroom has one GFCI outlet within three feet of the sink. If more than one bathroom outlet exists, install GFCI protection on all of them. 5. Kichen Counter top Receptacles . Ensure that the kitchen counter top receptacles meet the current code for two-foot spacing and that all have GFCI protection. If needed, add receptacles to meet current code spacing requirements. 6. Outside receptacles and Lights. Install 2 GFCI outlets on exterior of home,front and back. If there are already two or more outlets on the exterior of the house, ensure that they are GFCI protected and meet current code. Ensure that all exterior doors that serve and entrance/exit have and exterior light. If garage is	1.00	AL		

Location: 2 - Mechanicals

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

wired ensure that it meets code requirements.

7. Split outlets and lights. according to current Moline code: separate circuit for bath, kitchen outlets 2 per circuit, general use 8 per circuit. Other dedicated circuits to code as required.

8. Change basement outlets to GFCI as required by code.

9. Ensure that all lights and switches are in working order and that the home meets the requirements for current code for 3 way and 4 way switch locations. Ensure that each room has a switched overhead light. If this is not possible obtain preapproval for switched outlet or wall light. Basement shall have switched light. The electrical service panel and other appliance service areas must have adequate lighting. Ensure that all switch and outlet covers have been installed.

10. Remove /replace with romex any exposed knob and tub wiring in basement and all knob and tube wiring exposed or not in attic. Remove and dispose of any and all unused accessible wiring. Inspect for and correct open junctions and other code violations.

11. IN ADDITION TO AND OF SPECIAL NOTE: INCLUDE EXTERIOR VENTED RANGE HOOD AND BATH VENT ON TIMER. INCLUDE \$750 IN BID FOR RANGE HOOD, BATH VENT, LITE BAR OVER MC, AND ALL REQUIRED FIXTURES.

Location Total: _____

Location: 3 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
3316	TRIM--DOOR SET 1"X4" Trim KITCHEN sides of interior door, including header, stops and casings. Use 1"x4", #2 grade pine or better.	5.00	EA	_____	_____
9508	INTERIOR DOOR - REPLACE WITH 6 PANEL Install a pine or fir 6 panel 1-3/8" door on two 3" x 3" butt hinges. Provide bedroom lockset. PRIME . TO BASEMENT.	1.00	EA	_____	_____
Custom	BASE BOARD INSTALL 1X6 BASEBOARD PERIMETER OF KITCHEN. PRIME.	30.00	LF	_____	_____
Custom	INSTALL CABINETS INSTALL CABINETS AND COUNTER TOP PER ATTACHED DIAGRAM. INCLUDE \$1520 IN BID FOR MATERIAL ALLOWANCE.	1.00	AL	_____	_____

Address: 307 16th Ave, HB

Unit: Unit 01

Location: 3 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
Trade: 17 Drywall & Plaster					
5270	DRYWALL--1/2" Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8 bead of adhesive to each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Wet sand ready for paint. CEILING, INCLUDE PANTRY.	175.00	SF	_____	_____
9198	LAMINATE WITH 3/8" GYPSUM Hang, tape and three coat finish 3/8" gypsum over surface using screws 8" on center and 1/4" adhesive beads 16" on center. Run gypsum board horizontally. Caulk all penetrations and butt seams at door and window casing and base molding with siliconized acrylic. WALLS IN KITCHEN AND PANTRY.	475.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
Custom	SWEAT EQUITY NEW OWNER RESPONSIBLE FOR ALL PRIMING AND PAINTING.	1.00	AL	_____	_____
Trade: 20 Floor Coverings					
5920	UNDERLAY AND VINYL TILE Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Lay 12"x12"x1/8" vinyl composition tile, color group B as made by Armstrong or Azrock, per manufacturer's recommendations. Square to room axis. Include metal edge strips at openings, and shoe molding or 4" vinyl base around perimeter. Owner's choice of in-stock color. INCLUDE PANTRY.	164.00	SF	_____	_____

Location Total: _____

Location: 4 - Bath

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3827	OAK MED. CABINETS Install a 6"x22", stained oak, frame medicine cabinet with two shelves. \$125 material allowance.	1.00	EA	_____	_____
9508	INTERIOR DOOR - REPLACE WITH 6 PANEL Install a pine or fir 6 panel 1-3/8" door on two 3" x 3" butt hinges. Provide bathroom lockset. Prime only.	1.00	EA	_____	_____

Location Total: _____

Address: 307 16th Ave. HB

Unit: Unit 01

Location: 5 - Dining Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
4095	TRIM--CUSTOM INTERIOR INSTALL 4LF OF BASEBOARD TO MATCH.	1.00	AL	_____	_____
Custom	CLOSET DOORS REHANG CLOSET DOORS USING HINGES AND LATCH WHERE THEY MEET.	4.00	EA	_____	_____
Trade: 19 Paint & Wallpaper					
5465	REPR CRACKS/HOLES FOR PAINT Repair all cracks with fiberglass drywall tape and compound. Fill holes with spackle or drywall compound. Feather edges and wet sand. PREP FOR PAINT..INCLUDE 10SF HOLE ON NORTH WALL, PATCH WITH DRYWALL AND BLEND IN.	1.00	RM	_____	_____
Custom	SWEAT EQUITY NEW OWNER RESPONSIBLE FOR PRIMING AND PAINTING OF ALL WALLS AND TRIM. ALSO RESPONSIBLE FOR ALL FLOOR WORK IN THIS ROOM.	1.00	AL	_____	_____

Location Total: _____

Location: 6 - Living Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3315	TRIM--DOOR SET 1"X4" Trim both door, including header, stops and casings. Use 1"x4", #2 grade pine or better. FRONT DOOR.	1.00	EA	_____	_____
4100	TRIM CUSTOM INTERIOR TRIM CUSTOM INTERIOR: MISSING BASE BY LANDING TO MATCH.	6.00	LF	_____	_____
Trade: 17 Drywall & Plaster					
5210	DRYWALL--PATCH--LARGE Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint. THIS IS FOR THE CEILING AND MISSING WALL COVERING SE CORNER BY STAIRWELL; INCLUDE PATCHING AROUND ELEC. OUTLET SOUTH WALL.	125.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5465	REPR CRACKS/HOLES FOR PAINT Repair all cracks with fiberglass drywall tape and compound. Fill holes with spackle or drywall compound. Feather edges and	1.00	RM	_____	_____

Address: 307 16th Ave, HB

Unit: Unit 01

Location: 6 - Living Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 19 Paint & Wallpaper

wet sand. PREP FOR PAINT.

Custom	SWEAT EQUITY NEW OWNER RESPONSIBLE FOR PRIMING AND PAINTING OF ALL TRIM, WALLS, AND CEILING. NEW OWNER ALSO RESPONSIBLE FOR ALL FLOOR WORK.	1.00	AL	_____	_____
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Location Total: _____

Location: 7 - Stairwell/Upper Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 19 Paint & Wallpaper

5465	REPR CRACKS/HOLES FOR PAINT Repair all cracks with fiberglass drywall tape and compound. Fill holes with spackle or drywall compound. Feather edges and wet sand. PREP FOR PAINT.	1.00	RM	_____	_____
------	---	------	----	-------	-------

Custom	SWEAT EQUITY ALL PRIMING AND PAINTING IS THE RESPONSIBILITY OF NEW OWNER. ALSO ALL FLOOR WORK IS THE RESPONSIBILITY OF NEW OWNER.	1.00	AL	_____	_____
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Location Total: _____

Location: 8 - South Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

9495	INTERIOR DOOR - STABILIZE, PLANE & ADJUST Plane door edges and adjust the hasp and strike plate to minimize door/jamb friction and contact. Replace stop molding. Re-install door on hinges. THIS ENTRANCE DOOR IS STORED IN CLOSET.	1.00	EA	_____	_____
------	--	------	----	-------	-------

Trade: 17 Drywall & Plaster

5270	DRYWALL--1/2" Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8 bead of adhesive to each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. ALL MISSING DRYWALL IN MAIN ROOM AND CLOSET.	600.00	SF	_____	_____
------	--	--------	----	-------	-------

Trade: 19 Paint & Wallpaper

Custom	SWEAT EQUITY ALL PRIMING, PAINTING, AND FLOOR WORK IS THE RESPONSIBILITY OF THE NEW OWNER.	1.00	AL	_____	_____
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Address: 307 16th Ave. HB

Unit: Unit 01

Location: 8 - South Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19	Paint & Wallpaper				

Location Total: _____

Location: 9 - West Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

9495	INTERIOR DOOR - STABILIZE, PLANE & ADJUST Plane door edges and adjust the hasp and strike plate to minimize door/jamb friction and contact. Re-install door on hinges.	2.00	EA	_____	_____
------	---	------	----	-------	-------

Trade: 17 Drywall & Plaster

5270	DRYWALL--1/2" Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8 bead of adhesive to each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Wet sand ready for paint. MISSING DRYWALL IN CLOSET.	100.00	SF	_____	_____
------	---	--------	----	-------	-------

Trade: 19 Paint & Wallpaper

5465	REPR CRACKS/HOLES FOR PAINT Repair all cracks with fiberglass drywall tape and compound. Fill holes with spackle or drywall compound. Feather edges and wet sand. Spot prime all unpainted surfaces with alkyl primer. PREP FOR PAINT.	1.00	RM	_____	_____
Custom	SWEAT EQUITY ALL PRIMING, PAINTING AND FLOOR WORK ARE THE RESPONSIBILITY OF THE NEW OWNERS.	1.00	AL	_____	_____

Location Total: _____

Location: 10 - North Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

9495	INTERIOR DOOR - STABILIZE, PLANE & ADJUST Plane door edges and adjust the hasp and strike plate to minimize door/jamb friction and contact. Re-install door on hinges.	2.00	EA	_____	_____
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9508	INTERIOR DOOR - REPLACE WITH 6 PANEL Install a pine or fir 6 panel 1-3/8" door on two 3" x 3" butt hinges. Provide bedroom lockset. ENTRANCE DOOR.	1.00	EA	_____	_____
------	---	------	----	-------	-------

Custom	BASE BOARDS	50.00	LF	_____	_____
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Address: 307 16th Ave. HB

Unit: Unit 01

Location: 10 - North Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

INSTALL 1X6 BASE BOARDS PERIMETER OF ROOM.

Trade: 17 Drywall & Plaster

5270 DRYWALL--1/2"

Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8 bead of adhesive to each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Wet sand ready for paint. MISSING DRYWALL IN CLOSET.

150.00 SF

9198 LAMINATE WITH 3/8" GYPSUM

Hang, tape and three coat finish 3/8" gypsum over surface using screws 8" on center and 1/4" adhesive beads 16" on center. Run gypsum board horizontally. Caulk all penetrations and butt seams at door and window casing and base molding with siliconized acrylic. Install 3/8" ogee at baseboard. WALL IN MAIN ROOM.

400.00 SF

Trade: 19 Paint & Wallpaper

Custom SWEAT EQUITY

ALL PRIMING AND PAINTING IS THE RESPONSIBILITY OF THE NEW OWNERS.

1.00 AL

Trade: 20 Floor Coverings

5970 CARPET AND PAD

Install FHA approved, nylon, plush carpet over a 1/2" medium density rebond pad w/ a minimum of seams. Stretch carpet to eliminate puckers, scallops & ripples. Include tackless strips, metal edge strips, and mending tape to cover entire floor including closets. On stairs, fasten carpet and pad at top and bottom of each riser. Carpet and pad material allowance \$20/sy. Owner's choice of in stock color and pattern. Remove and reinstall doors as needed for carpet installation. Cut of door bottoms to clear installed carpet by 1/2".

20.00 SY

Location Total: _____

Location: 11 - Attic

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 16 Conservation

4923 INSULATION--INCREASE TO R-38

Blow in borax treated cellulose or loose lay unfaced fiberglass batts over existing insulation to increase total attic rating to at least R-38. Install baffels as needed to maintain soffit vent air flow. Install rigid containment around attic access. Have electrician inspect attic for knob and tube wiring or other electrical issues and report before insulating. INCLUDE

600.00 SF

Location: 11 - Attic

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 16	Conservation				
	INSULATED SCUTTLE BOARD.				

Location Total: _____

Location: 12 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
5	OWNER'S FINISH SELECTIONS The owner shall select finish, colors, styles & types of materials from pre-mixed, in stock options. The contractor & property owner shall submit to the Agency, a copy of the agreed upon colors, styles and types of materials prior to job start.	1.00	DU	_____	_____
10	OWNER ACCEPTS SCOPE OF WORK The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. X _____ X _____ Applicant Date Applicant Date	1.00	DU	_____	_____
24	MANUFACTURER'S SPECS PREVAIL All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.	1.00	GR	_____	_____
35	VERIFY QUANTITIES/MEASUREMENTS All measurements (i.e SF of Drywall, or those provided w/ drawings) are for the contractor's convenience prior to a mandatory site inspection to verify all dimensions. All quantities (i.e. number of window units) are as stated. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial proposal.	1.00	GR	_____	_____
36	BUILDING PERMIT REQUIRED The contractor is responsible for submitting this owner-prepared work write up to the building department, applying for, paying for and receiving a building permit prior to starting any work.	1.00	EA	_____	_____
78	WORKMANSHIP STANDARDS All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Work to adhere to best practices standards of each particular trade and activity. Workers shall protect all surfaces as long as required to eliminate damage. All work to be in compliance to latest edition of IRC.	1.00	GR	_____	_____
95	CONTINUITY OF SPECIFICATIONS General specifications for a room such as painting apply to	1.00	MO	_____	_____

Location: 12 - General Requirements

Approx Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
	adjacent closets. Painting or other finish work designated for trim applies to interior doors in that room equivalent.				
140	Warrantee and Manuals Provide owner with copies of all Owner's Manuals and Warranties for any and all work related to the project.	1.00	GR	_____	_____

Location Total: _____

Unit Total for 307 16th Ave. HB , Unit Unit 01: _____

Address Grand Total for 307 16th Ave. HB : _____

Bidder: _____

AN AGREEMENT BETWEEN THE CITY OF MOLINE, ILLINOIS

AND

THE METROPOLITAN AIRPORT AUTHORITY OF ROCK ISLAND COUNTY, ILLINOIS

This Agreement is made and entered into on the ___ day of February, 2013, by and between the City of Moline, Illinois, an Illinois municipal corporation (“City”), and the Metropolitan Airport Authority of Rock Island County, an Illinois municipal corporation (“Airport”), the City and Airport collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the City and the Airport have had in effect various agreements and understandings as to development, utilities, and annexation over the past fifteen years; and

WHEREAS, the Parties executed a Memorandum of Understanding on October 22, 1998 (“1998 MOU”), that transferred the Airport’s ownership of its entire water and sewer system to the City and the City assumed the operation and maintenance of said water and sewer system; and

WHEREAS, the MOU provided that the Airport and its tenants would be charged in-City rates for water and sewer service and would comply with and adhere to all City ordinances relative to the water and sanitary sewer systems; and

WHEREAS, there was at all times in effect a City ordinance that required applicants for connection to City water service, who resided outside of the City, to voluntarily annex into the City if their property was, or became in the future, contiguous to the City; and

WHEREAS, the Parties also executed an Annexation Agreement on June 30, 2004 (“2004 Annexation Agreement”), in which the Airport agreed to annexation of certain of its property located along the east and southern portion of the Airport to allow for the City to grow south of the Airport; and

WHEREAS, that Agreement provided, as consideration for the agreed upon annexation of certain Airport property, that the City would never forcibly or involuntarily annex the Airport or any portion thereof; and

WHEREAS, these successive agreements may result in conflicting interpretations as to development on or near Airport property; and

WHEREAS, the City and the Airport recognize that it is of mutual benefit to both parties to encourage economic development around the Airport and south of the Airport property; and

WHEREAS, the City and the Airport desire to resolve any issues as to development on Airport property, to establish a boundary around the Airport to ensure that the Airport remains autonomous and unincorporated, to provide for cooperation in continuing development of the southwest corner of the Airport property, and to continue cooperation between the City and Airport in the future.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, it is mutually agreed as follows:

A. ANNEXATION OF CERTAIN AIRPORT PROPERTY

The Airport shall voluntarily petition to annex the following parcels to the City within thirty (30) days of the execution of this Agreement and to pay all deposits and fees associated with the request to annex:

1. The property, legally described on the document attached hereto as Exhibit A, upon which the Hampton Inn is currently located at 2450 69th Avenue Moline, IL 61265, Tax Parcel No. 12-334-L-18, PIN No. 1721100037 (hereinafter "Hampton Inn Property"); and
2. The property, legally described on the ALTA survey attached hereto as Exhibit B, upon which the Holiday Inn Express is to be located with the address of 2200 69th Avenue, P.O. Box 9009, Moline, IL 61265 (hereinafter "Holiday Inn Express Property").

The properties listed above shall be annexed to the City of Moline regardless of the status of the tenants on those properties. The Airport shall provide a Plat of Annexation, which contains an accurate map of the above listed properties, and a Petition for Annexation within thirty (30) days of execution of this Agreement. An annexation agreement shall also be drafted and approved by the City and Airport within thirty (30) days of execution of this Agreement and shall address issues such as zoning classifications, street maintenance, City services, mutual aid and avigation easements, in a form acceptable to both the City and the Airport.

Further, the annexation shall proceed regardless if the Holiday Inn Express is constructed or not. The Airport and City further agree to do all things necessary to effectuate the annexation in a timely manner. These properties shall be charged in-City water and sanitary sewer rates and any and all other applicable fees as required by City ordinance. Upon annexation, these properties shall be subject to all applicable City ordinances, including but not limited to, building codes and zoning and subdivision codes. Air service-related regulations, including but not limited to regulations generated from the following agencies, shall take precedence to City ordinances to the extent applicable: Federal Aviation Administration, Environmental Protection Agency (State and Federal),

Department of Transportation (State and Federal), Transportation Security Administration. If, for any reason, annexation of these two properties does not occur; or if, for any reason one or both of the properties are later de-annexed, the City is under no obligation to provide water and sanitary sewer service to these properties at in-City water and sanitary sewer rates and such properties will instead be served by the City at outside-City rates.

B. IN-CITY WATER AND SEWER SERVICE FOR REMAINING AIRPORT PROPERTY

For properties owned by the Airport that are connected to City water and sanitary sewer service as of the date of execution of this Agreement, they may remain connected to the City's water and sanitary sewer system and will be charged in-City water and sanitary sewer rates in accordance with the 1998 MOU between the parties.

For properties owned by the Airport that are not referenced in Section A, have not been developed, or are not connected to the City's water and sanitary sewer system, they may connect to the City's water and sanitary sewer system, at the Airport's sole cost and expense including cost of design and construction of extension, tap-on fees, deposits and other connection and service charges as applicable by City ordinance, without the requirement of annexation and will be charged in-City water and sanitary sewer rates.

C. BOUNDARY LINE

The parties agree that there exists certain unincorporated area, other than the Hampton Inn Property and Holiday Inn Express Property, which includes but is not limited to properties owned by the Airport, all within the boundary line depicted on the map attached hereto as Exhibit C (hereinafter "Unincorporated Area Within Airport Boundary Line").

As to the Unincorporated Area Within Airport Boundary Line, the City agrees that it will not participate in and will oppose any attempt to effectuate a voluntary or involuntary annexation (including annexations initiated by a third party) which annexation would have the effect of expanding the corporate limits of the City beyond and into the Unincorporated Area Within Airport Boundary Line.

As to properties not owned by the Airport but that are contained in the Unincorporated Area Within Airport Boundary Line, such properties may connect to the City's water and sanitary sewer system, at the owner's request and at the owner's sole cost and expense including cost of design and construction of extension, tap-on fees, deposits and other connection and service charges as applicable by City ordinance, without the requirement

of annexation, and such properties will be charged outside-City water and sanitary sewer rates.

D. VOLUNTARY ANNEXATION

Nothing in the above sections shall be construed as to prevent the Airport from voluntarily annexing additional parcels of its property into the City if the Airport so desires.

E. ANNEXATION OF ARMORY

On April 2, 1993, the Airport conveyed a portion of its property, which is legally described in the warranty deed recorded with the Rock Island County Recorder's Office as document number 93-08404, attached hereto as Exhibit D. The property was conveyed to the People of the State of Illinois, Department of Military Affairs, for use as an armory. The deed restricted the property from being annexed to a municipality without written consent of the Airport, such consent not to be unreasonably withheld. By executing this Agreement, the Airport hereby grants its written consent to the annexation of the Armory property, which is legally described in Exhibit D, to the City of Moline. Further, the Airport agrees to provide a letter expressing its consent to the People of the State of Illinois, Department of Military Affairs, should such a letter be so requested by the City or the Department of Military Affairs, within thirty (30) days of such request.

F. SHARING OF HOTEL-MOTEL TAX WITH ROCK ISLAND COUNTY

The parties acknowledge that annexation of the properties listed in Section A would result in a loss of hotel-motel tax revenue to the County of Rock Island. To offset this loss of revenue, the City and the County have reached an agreement to share the hotel-motel tax revenue from the properties (hereinafter "City-County Agreement"). The County has already executed the City-County Agreement, and the City will do so upon approval and execution of this Agreement by the parties. A copy of the City-County Agreement is attached hereto and incorporated by reference herein as Exhibit E. On or before one hundred eighty (180) days prior to the expiration of the City-County Agreement (Exhibit E), the City and the Airport agree to meet and apply their best efforts (including conferring with the County) toward a mutually agreeable method of generating and collecting revenue in a mutually agreed amount to be applied toward the enhancement of the Airport's air service or such other mutually agreed uses.

G. INSTALLATION OF UTILITIES

The parties agree to cooperatively develop the proposed expansion of the Airport Industrial Park on the southwest side of the Airport property ("Airport Industrial Park Expansion") as follows:

- (1) The City shall design and construct certain portions of the public utility system to include sanitary sewer, water, lift stations serving the proposed Holiday Inn Express hotel, the proposed Airport rental car QTA facility, and the Airport Industrial Park Expansion.
- (2) The design and construction performed by the City shall be in accordance with the prior approval of the Airport. The Airport's representative, Brad Hamilton, PE, or the firm with which he is affiliated (Crawford, Murphy and Tilly), shall be the engineer of record for the project and shall coordinate and generate all submittals and communications required by FAA for FAA regulatory approvals.
- (3) The design and construction performed by the City shall include service roads and other access to the City utilities, as mutually agreed between the Airport and the City. The Airport will be obligated to provide and maintain such access at the Airport's expense.
- (4) When a developer or tenants are committed to developing the Airport Industrial Park Expansion, the Airport agrees to apply for and obtain FAA approvals as needed for development of such site, including, but not limited to, FAA approvals for the installation of a road at the site.

H. TERM OF AGREEMENT

The term of this Agreement shall be twenty years (20) from the date of execution of the Agreement. This Agreement may be extended or amended only by written consent of the parties.

I. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified mail.

If to the Airport:
Director of Aviation
Bruce Carter
P.O. Box 9009
Moline, IL 61265

If to the City:
City Administrator
Lewis J. Steinbrecher
619 16th Street
Moline, IL 61265

With copy to:
Roger Strandlund
Califf & Harper, P.C.
506 15th Street, Suite 600
Moline, IL 61265

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

J. CONTROLLING DOCUMENT

To the extent that this Agreement conflicts with the 1998 MOU, the 2004 Annexation Agreement, copies of which are attached hereto as Exhibits F and G respectively, or the Development Agreement between the parties, dated October 19, 2010, and to the extent that any of the foregoing agreements are not specifically addressed within this Agreement, this Agreement shall control. If not otherwise addressed herein, the terms of the prior agreements shall continue to be in effect.

K. SEVERABILITY

Unless otherwise provided herein, in the event that any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

L. REMEDIES FOR BREACH AND DEFAULT

It is understood by the parties hereto that time is of the essence of this Agreement. It is further understood that upon occurrence of a default or other breach of any of the provisions of this Agreement, which breach or default continues for ten (10) days after a notice specifying such breach or default is given as required by Section H above to the breaching or defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such breaching or defaulting party.

M. ASSIGNMENT

This Agreement, and each and every one of the terms and provisions thereof, shall be for the benefit of and be binding upon the parties hereto and each of them and their respective successors and assigns. The Agreement may only be assigned by written consent of all parties.

N. ILLINOIS LAW

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

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

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

**METROPOLITAN AIRPORT AUTHORITY
OF ROCK ISLAND COUNTY**
an Illinois municipal corporation

By: _____
Donald Welvaert, Mayor

By: _____
_____, Board Chairman

Attest: _____
Tracy A. Koranda, City Clerk

Attest: _____

Approved as to Form:

Approved as to Form:

Maureen E. Riggs, City Attorney

Roger Strandlund, Attorney for the Authority



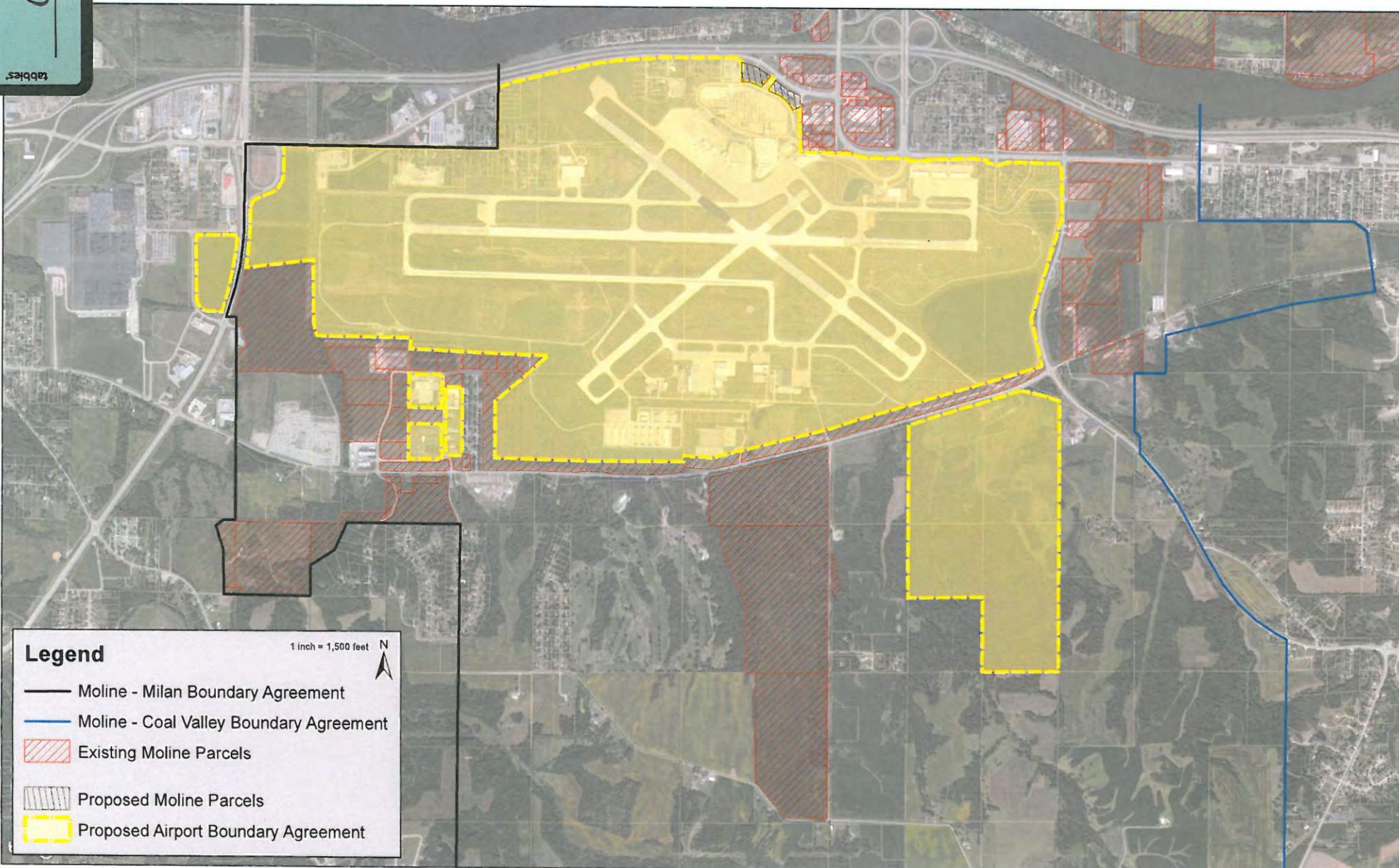
EXHIBIT A

LEGAL DESCRIPTION

Part of Outlot 3, 4, 5, 8 and part of the vacated Right-of-Way between Outlot 5 and 8 in Valley View Place, an addition in the Northwest Quarter of Section 21, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois.

Commencing at the Northwest Corner of said Northwest Quarter; Thence North 89 degrees 37 minutes 26 seconds East, along the North line of said Northwest Quarter, a distance of 1346.94 feet to the Southerly Right-of-Way line of Airport Road (F.A. RTE. 10); Thence South 57 degrees 20 minutes 31 seconds East, along said Southerly Right-of-Way Line, a distance of 169.92 feet; Thence South 49 degrees 30 minutes 29 seconds East, along said Southerly Right-of-Way Line, a distance of 108.84 feet to the Point of Beginning; Thence South 49 degrees 30 minutes 29 seconds East, along said Southerly Right-of-Way Line, a distance of 256.67 feet; Thence South 66 degrees 59 minutes 20 seconds East, along said Southerly Right-of-Way Line, a distance of 257.33 feet; Thence South 04 degrees 17 minutes 28 seconds West, a distance of 145.95 feet; Thence South 88 degrees 41 minutes 14 seconds East, a distance of 47.06 feet to said Southerly right-of-Way Line; Thence South 01 degrees 18 minutes 46 seconds West, along said Southerly Right-of-Way Line, a distance of 30.20 feet to the Northwest Corner of Flick's 1st Addition; Thence South 65 degrees 43 minutes 17 seconds West, a distance of 183.64 feet; Thence curving to the left a distance of 397.76 feet, along the arc of a circle having a radius of 540.00 feet, and a chord bearing of North 45 degrees 22 minutes 50 seconds West, and a chord distance of 388.83 feet; Thence North 66 degrees 28 minutes 58 seconds West, a distance of 146.96 feet; Thence North 19 degrees 38 minutes 36 seconds West, a distance of 32.90 feet; Thence North 37 degrees 59 minutes 21 seconds East, a distance of 199.01 feet to the Point of Beginning;

The above described parcel contains 2.656 acres, more or less and is subject to a 20 foot wide utility easement to the Metropolitan Airport Authority for the purposes of maintaining and replacing existing storm sewer as shown by the attached plat of survey. This property is also subject to both unrecorded easements and easements of record that may or may not be shown on the attached plat of survey. For the purpose of this description, the North Line of said Northwest Quarter of Section 21, has a bearing of North 89 degrees 37 minutes 26 seconds East, based on the North American Datum of 1983, Illinois State Plane Coordinate System, West Zone.



Legend

1 inch = 1,500 feet



- Moline - Milan Boundary Agreement
- Moline - Coal Valley Boundary Agreement
- Existing Moline Parcels
- Proposed Moline Parcels
- Proposed Airport Boundary Agreement

Proposed Moline Airport Boundary Agreement



93-08404

Document No. _____ Filed for Record in the Recorder's Office _____, 1993, at _____ o'clock __.m., Rock Island County, Illinois _____, Recorder of Deeds.

WARRANTY DEED

The Grantor, the Metropolitan Airport Authority of Rock Island County, Illinois, a municipal corporation, existing under and by virtue of the laws of the State of Illinois, for and in consideration of Fifteen Thousand Dollars (\$15,000.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and warrants to the Grantee, the People of the State of Illinois, Department of Military Affairs, for use as a site for an armory and military purposes, the following described real estate:

Airport Parcel SS:

That part of the East 1/2 of the NW 1/4 of Section 29, in Township 17 North, Range 1 West of the 4th P.M., described as follows: Commencing at the SW corner of the E 1/2 of the NW 1/4 of Section 29, Township 17, North, Range 1 West of the 4th P.M. for the place of beginning of this tract; thence North along the 1/8th section line 842.0 feet to a concrete monument located 62.3 feet South of the centerline of County Highway No. 16; thence Easterly 420.0 feet to an iron stake located 46.2 feet South of the centerline of County Highway No. 16; thence Easterly 220.0 feet to an iron stake located 46.6 feet South of the centerline of County Highway No. 16; thence Southerly 851.8 feet to an iron stake on the Quarter Section line located 630.5 feet East of the SW corner of the East half of the NW 1/4 of said Section 29; thence West along said Quarter Section line 630.5 feet to the place of beginning, containing 12.35 acres more or less. Subject, however, to a public road right-of-way over the SW corner of the above described tract, said easement being over a triangular piece which extends from a point 25 feet East of the SW corner of said described property to a point 70 feet North from said corner on the West line of said property, situated in Rock Island County, Illinois.

Airport Parcel TT:

That part of the East 1/2 of the NW 1/4 of Section 29, in Township 17 North, Range 1 West of the 4th P.M. described as follows: Commencing at an iron stake located at the center of

Section 29, Township 17 North, Range 1 West of the 4th P.M. for the place of beginning of this tract; thence North along the Quarter Section line 692.6 feet to an iron stake; thence North $86^{\circ} 43'$ West 128.6 feet to an iron stake; thence North $3^{\circ} 37'$ East 144.6 feet to an iron stake which is 50.2 feet South of the centerline (curve) of County Highway No. 16; thence Westerly 349.0 feet to an iron stake which is 45.8 feet South of the centerline of County Highway No. 16; thence Westerly 191.0 feet to an iron stake which is 46.6 feet South of the centerline of County Highway No. 16; thence Southerly 851.8 feet to an iron stake on the Quarter Section line located 659.5 feet West of the center of said Section 29; thence East along said Quarter Section line 659.5 feet to the place of beginning, containing 12.35 acres more or less, situated in Rock Island County, Illinois.

The Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter landing or taking off from, or operating on the Quad City Airport.

The Grantee expressly agrees for itself, its successors and assigns, as a restrictive covenant running with the land conveyed to prevent any use of the herein described real property which would interfere with landing or taking off of aircraft at the Quad City Airport or otherwise constitute an airport hazard, or interfere with air navigation and communication facilities servicing the airport.

The Grantee expressly agrees for itself, its successors and assigns, as a restrictive covenant running with the land conveyed, to restrict the height of structures, objects of natural growth and other obstruction on the herein described real property not to exceed a height as described by Federal Aviation Regulation Part 77, as amended from time to time.

The Grantor reserves all avigation and air rights above the premises herein conveyed. The height and location of all structures, trees or other objects located on the premises shall be subject to the approval of the Federal Aviation Administration, Illinois Department of Aviation, and the Metropolitan Airport Authority of Rock Island County, Illinois, and shall not exceed any limits provided in F.A.R. Part 77 or Airport Obstruction Zoning Requirements.

The Grantee agrees that all future aviation activities of the Grantee will be subject to the rules and regulations governing the operation of the Quad City Airport.

The Grantee agrees that the premises and all improvements thereon shall be maintained in a reasonable and responsible manner.

The Grantor covenants with the Grantee that Grantee shall have the right to hook up to the Grantor's utility system at the direct cost associated with said hookup, but Grantor does not covenant to extend any utility system to the property herein described.

The Grantee covenants with the Grantor that it will not voluntarily cause or permit the real estate conveyed to be annexed by any governmental authority or municipality with the exception of the County of Rock Island, Illinois, without the prior written notice to and consent by the Grantor. The Grantor covenants that it will not unreasonably withhold its consent to said annexation.

The Grantee covenants with the Grantor that it will within

five (5) years from and after the date of this Deed initiate construction of an armory structure upon the real estate herein conveyed. Should it fail to initiate construction of said armory, the real estate herein conveyed shall then revert to the Grantor, or its successors and assigns, and the Grantor shall reimburse the Grantee the consideration stated herein plus fifty percent of the percentage increase in the Consumer Price Index for all Urban Consumers for all items as reported by the Bureau of Labor Statistics from the date of this Deed to the date of revision multiplied by the consideration stated herein, unless a mutually agreeable time extension is agreed to by both parties.

The property described and all improvements, both existing and to be constructed on the property by the State of Illinois, will revert at no cost to the Metropolitan Airport Authority of Rock Island County, Illinois, or its successors, at such time as the State of Illinois ceases to utilize the property conveyed for armory or military purposes.

This deed is conveyed subject to all valid easements, covenants and restrictions of record and general real estate taxes for the year 1992 payable in 1993 and all subsequent years.

THIS DEED IS EXEMPT UNDER PARAGRAPH 4(B) OF THE REAL ESTATE TRANSFER DECLARATION ACT.

Dated this 2nd day of April, 1993.

METROPOLITAN AIRPORT AUTHORITY
OF ROCK ISLAND COUNTY, ILLINOIS

By: [Signature]
Chairman, Board of Commissioners

ATTEST:
[Signature]

X

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

The foregoing instrument was acknowledged before me this 2nd day of April, 1993, by Edwin J. Lindsey, Chairman, Board of Commissioners, Metropolitan Airport Authority of Rock Island County, Illinois, Richard C. John, Secretary, Board of Commissioners, Metropolitan Airport Authority of Rock Island County, Illinois on behalf of the municipal corporation.

Pauline L. Zimuda
 Notary Public



This warranty deed was prepared by Kent A. George, A.A.E., Director of Aviation, Metropolitan Airport Authority of Rock Island County, Illinois, Quad City Airport, P.O. Box 9009, Moline, IL 61265-9009.

Return Recorded Deed To: IL Department of Central Management Services
 Bureau of Property Management
 710 Stratton Building
 Springfield, IL 62706
 Attention: Connie Dishon

INTERGOVERNMENTAL AGREEMENT

This Agreement is made as of the 15 day of January, 2013, by and between the:

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

and

ROCK ISLAND COUNTY,
a body politic and corporate,
("COUNTY"),

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

WHEREAS, the City has provided water service to the Hampton Inn hotel located on property owned by the Metropolitan Airport Authority of Rock Island County ("Airport") in the County, with the address of 2450 69th Avenue Moline, IL 61265, tax parcel no. 12-334-L-18, PIN no. 1721100037, since November of 2006; and

WHEREAS, the County has received its share of the total hotel-motel tax revenue from the subject property to date in the amount of approximately \$138,000 annually; and

WHEREAS, another hotel, a Holiday Inn Express, is planned to be built on another portion of Airport property, also located in the County, with the address of 2200 69th Avenue, P O Box 9009, Moline, IL 61265, which is expected to generate additional hotel-motel tax revenue; and

WHEREAS, the City, at all relevant times herein has had in effect an ordinance that requires property that seeks City water service to annex into the City if contiguous to the City; and

WHEREAS, the City is willing to extend water to the new hotel property if the Airport voluntarily annexes the two contiguous hotel properties referenced herein ("Properties") into the City; and

WHEREAS, to offset the loss of hotel-motel tax revenue to the County as a result of the proposed annexation, the City and County hereby agree that the City shall compensate the County by dedicating an amount from its Tourism Fund to the County equal to the 5% hotel-motel operator's occupation tax to be assessed on the Properties by the City upon annexation, to be used for the purpose of supporting the Niabi Zoo; and

WHEREAS, the City's Tourism Fund is intended to be used to promote tourism in the City and the region, and supporting the Niabi Zoo furthers this objective; and

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

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

WHEREAS, the City wishes to participate in this Intergovernmental Agreement for the following public purposes, which purposes shall include, without limitation, the development of the community and the City's general business base, the general public benefit, including the improvement of the health, safety and welfare of the City and its residents; as well as the elimination of undeveloped areas; for the increase of the City's tax base, including, without limitation, the increase in the City's sales tax, property tax, and hotel-motel tax.

NOW THEREFORE, in a spirit of comity, and pursuant to the appropriate constitutional and statutory provisions, and in the exercise of the City's home rule power, the City and County do hereby agree as follows:

1. Upon annexation of the Properties to the City, the City hereby agrees to remit to the County an amount from the City's Tourism Fund equal to the amount of the City's hotel-motel operator's occupation tax revenue generated by the Properties. The rate of the City's hotel-motel operator's occupation tax at the time of this Agreement, as set forth in Section 31-1102 of the City's Code of Ordinances, is 5% of gross rental receipts from renting, leasing or letting hotel or motel rooms. This rate shall remain the same for the purposes of this Agreement regardless if the rate is changed by ordinance during the term of this Agreement.

2. Said payments shall be made on a quarterly basis by the last day of the month following the last month of the quarter. For example, if annexation occurs in March of 2013, payments would accrue pursuant to this Agreement beginning in April 2013, and the City would remit the quarterly payment to the County by August 31, 2013 for the months of April, May, and June of 2013. (Under this example, the taxes for these months should be remitted by the hotel-motel operators to the City by July 31, 2013.)

3. If, for some reason beyond the City's control, said taxes are not remitted to the City by the Properties as required by Section 31-1102 of the City's Code of Ordinances, payments shall be made to the County within thirty days of the date actually remitted. The City shall attempt to collect this tax, if not remitted as required, through its customary collections procedures. If said tax is not remitted to the City or obtained through collections proceedings, the City shall be under no obligation to remit payment to the County from some other source.

4. This Agreement shall be for a term of 20 years from the date of execution of this Agreement or for as long as hotel-motel tax revenue is generated by the Properties at issue, whichever of the two is shorter in duration.

5. This Agreement may be extended for additional years by the written consent of the parties.

6. The payment made by the City under this Agreement is tied solely to the hotel-motel operator's occupation tax revenue generated by the Properties. If one or both of the Properties no longer operates as a hotel or motel, then the payment made by the City shall be reduced in proportion to the reduction of hotel-motel tax revenue generated.

7. The County agrees that all payments made by the City pursuant to this Agreement shall be used for the support of Niabi Zoo for as long as the County gives financial assistance to the zoo. The parties understand and acknowledge that the Niabi Zoo is operated by the Rock Island Forest Preserve District, which is an independent entity, and that the County currently provides financial support to the District to support Niabi Zoo. The County hereby agrees to continue this arrangement or otherwise ensure that the funds received from the City are used solely to support Niabi Zoo as long as the County is obligated to do so. If the zoo is no longer financially supported by the County, then the payments made herein shall be used solely for tourism-related expenditures.

8. 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 619 16 th Street Moline, IL 61265
WITH A COPY TO:	City Attorney 619 16 th Street Moline, IL 61265
TO COUNTY:	County Board Chairman Rock Island County Office Building 1504 Third Avenue Rock Island, IL 61201
WITH A COPY TO:	Rock Island County State's Attorney Rock Island County Courthouse 210 15 th Street Rock Island, IL 61201

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

9. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

10. This Agreement, and each and every one of the terms and provisions thereof, shall be for the benefit of and be binding upon the parties hereto and each of them and their respective successors and assigns.

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

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

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

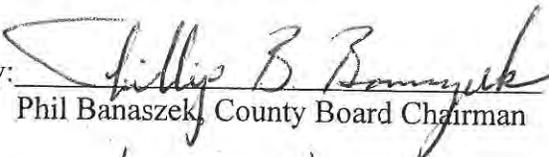
14. This Agreement shall become effective upon the date of execution by both parties. The City and County acknowledge that this Agreement is part of a broader, separate agreement with the Airport, and failure of the City and the Airport to reach an agreement about these two Properties and other Airport properties within 60 days of this Agreement will render this Agreement null and void.

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

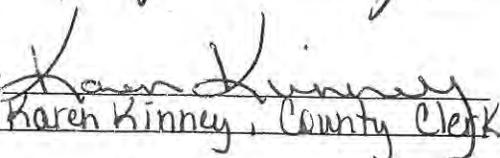
CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

ROCK ISLAND COUNTY, ILLINOIS
a body politic and corporate

By: _____
Donald P. Welvaert, Mayor

By: 
Phil Banaszek, County Board Chairman

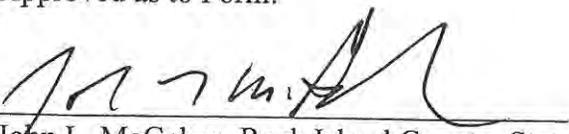
Attest: _____
Tracy A. Koranda, City Clerk

Attest: 
Karen Kinney, County Clerk

Approved as to Form:

Approved as to Form:

Maureen E. Riggs, City Attorney



John L. McGehee, Rock Island County State's Attorney

19

COPY

CITY OF MOLINE
DEPARTMENT OF PUBLIC UTILITIES
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 22 day of December, 1998, by and between the CITY OF MOLINE, an Illinois municipal corporation (hereinafter referred to as "City"), and THE METROPOLITAN AIRPORT AUTHORITY OF ROCK ISLAND COUNTY, ILLINOIS, a municipal corporation and owner and operator of the Quad City International Airport (hereinafter referred to as "Authority").

W I T N E S S E T H:

WHEREAS, the City and the Authority mutually desire to enter into a joint Memorandum of Understanding for the operation and maintenance of the airport's water and sewerage system; and

WHEREAS, the City has the appropriate manpower and expertise to operate and maintain said water and sewerage system more effectively than the Authority.

NOW, THEREFORE, in consideration of the provisions and promises herein set forth, it is mutually agreed as follows:

1. Effective this date, the Authority transfers ownership of the entire water and sewerage systems of the Authority to the City as indicated on Exhibit A "Plan of Sanitary Sewer and Watermain" of the Airport.

2. The City hereby takes and assumes responsibility for the operations, maintenance and repair of said water and sewerage systems as noted hereinafter.

3. The cost for any repair or replacement of those portions of the system under or within a forty-five (45) degree plane of

the edge of any runway, taxiway or ramp shall be accomplished by either the City or Authority following agreement as to who will do the repairs and to what extent each party will participate. The Authority will assume the costs associated with the repairs, whether accomplished by the City or the Authority. In all cases, the Authority will be present to control and oversee the repairs.

4. It is mutually agreed by both parties that the Authority will perform the following:

(a) The Authority will provide the City with copies of its existing water and sewerage system layouts to include the location and operational data that is available for all systems, valves, hydrants, connections, etc. The Authority agrees to provide to the City, from time to time, its most recent updated drawings, along with access upon request to the Geographical Information System (GIS). The Authority shall use its best efforts to locate utilities, other than water and sewer, on the Airport prior to any excavation utilizing Airport employees, JULIE or the Federal Aviation Administration (FAA). Both parties agree to contact each other to coordinate location(s) of their respective utilities. The City, Authority or their contractors will use reasonable care in any and all maintenance, repairs or replacements made to the water and sewer systems.

(b) The Authority shall be responsible for all water and sewerage service corporate valves, laterals, curb valves and services.

(c) The City will determine what disposition should occur as to the existing equipment contained in meter pits, lift

stations, etc. transferred to the City at execution of the Memorandum of Understanding. In reference to the existing main meter pit for the Airport system, the Authority shall continue to provide electric for light and a dehumidifier until such time as the main meter pit is decommissioned.

(d) All existing facilities served by the City shall comply with the City's Plumbing and Cross-Connection Control Ordinance. The City shall provide appropriate metering devices and remote readout devices compatible with the City's current system up to and including one (1) inch meters. Existing meters shall be grandfathered into the system as long as the appropriate backflow preventers, test connections and shutoffs have been installed. The Authority shall insure a remote readout compatible with the City's equipment is installed on all meters. All new meters installed subsequent to the effective date of this agreement shall be done in accordance with City Code. The Authority shall further provide the City with a fixture survey for all customers with a water meter greater than 5/8 inch in size.

(e) The City's Industrial Pre-Treatment Program Ordinance shall be extended to include all applicable customers of the Authority. The City shall have full enforcement authority for this ordinance on Authority property.

(f) There shall be no tap-on fees paid to the City for sewer or water connections made to the existing systems or to any extensions made to the systems by the Authority. The Authority may, at its discretion, assess a tap-on fee for such connections.

(g) In recognition of the City assuring complete control, operations and maintenance of the Authority's water and sewerage systems, the Authority shall pay the City Thirty Thousand Dollars (\$30,000) and transfer all existing spare parts for the systems to the City upon execution of the Memorandum of Understanding.

(h) The Authority agrees to participate for a period of two (2) years from the date of execution of this Memorandum of Understanding in fifty percent (50%) of any repairs exceeding Ten Thousand Dollars (\$10,000).

(i) The Authority shall maintain as "private hydrants" the five (5) below-ground and eight (8) above-ground hydrants located in the secured areas of the Airport, and shall pay the annual fee as stipulated by Ordinance from time to time.

(j) The City and Authority shall utilize their best efforts in coordinating any operational, extension, repair or modification to the water and sewer system located on the Airport and each entity will cooperate to the fullest extent possible in managing the costs associated in operating and providing these services.

5. The Authority and the tenants of the Authority will be charged on the same basis as customers located within the city limits of the City for water and sewer service as provided by the prevailing rates established by City Ordinance. Further, the Authority and its tenants shall comply with the same requirements as provided in City Ordinances relative to receiving water and sewer service. The Authority agrees to pay the initial Twenty

Dollars (\$20) application/new account fee for each individual service on the Airport.

6. The Authority and its tenants agree to adhere to all ordinances relative to the water and sanitary sewer systems of the City.

7. The City agrees to adhere strictly to all rules and regulations concerning Airport Security and to prevent unauthorized people and vehicles from entering restricted aviation areas as per Exhibit B.

8. The Authority shall dedicate to the City all of the water and sewer systems laying within the Authority's property as indicated on Exhibit A including easement rights ten (10) feet either side of the water and/or sewer main, except as specifically noted in this Understanding. The City's ownership of the water and sewer systems at the Quad City International Airport shall be exercised subject to and in accordance with the laws of the United States of America and the State of Illinois; the rules and regulations promulgated by their authority with reference to aviation and air navigation; and all reasonable and applicable rules, regulations and ordinances, of Authority now in force or hereafter prescribed or promulgated by charter authority or by law.

9. The Airport shall provide easements for the extension of the City's water or sewerage lines at reasonable locations along the boundaries of the Airport.

10. It is understood that the Authority will maintain its reserve capacity contained in the Intergovernmental Agreement

creating the Rock River Valley Regional Sewer System and said reserve shall be for the sole use of the Authority and not transferred to the City.

11. (a) The City for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event the water and sewer system (the "Facilities") are constructed, maintained, or otherwise operated on the said property described in this Memorandum of Understanding for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the City shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The City for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the City shall use the

premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) That in the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the Memorandum of Understanding and to reenter and repossess said land and facilities thereon, and hold the same as if said Memorandum of Understanding had never been made or issued; provided, however, that the City allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of Memorandum of Understanding shall be withheld pending completion of such procedures.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding the day, month and year first above written.

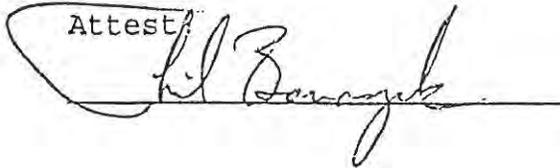
CITY OF MOLINE, ILLINOIS

METROPOLITAN AIRPORT AUTHORITY
OF ROCK ISLAND COUNTY, ILLINOIS

BY: 

BY: 

Vice Chairman
Board of Commissioners

Attest: 

Attest: 

Assistant Secretary

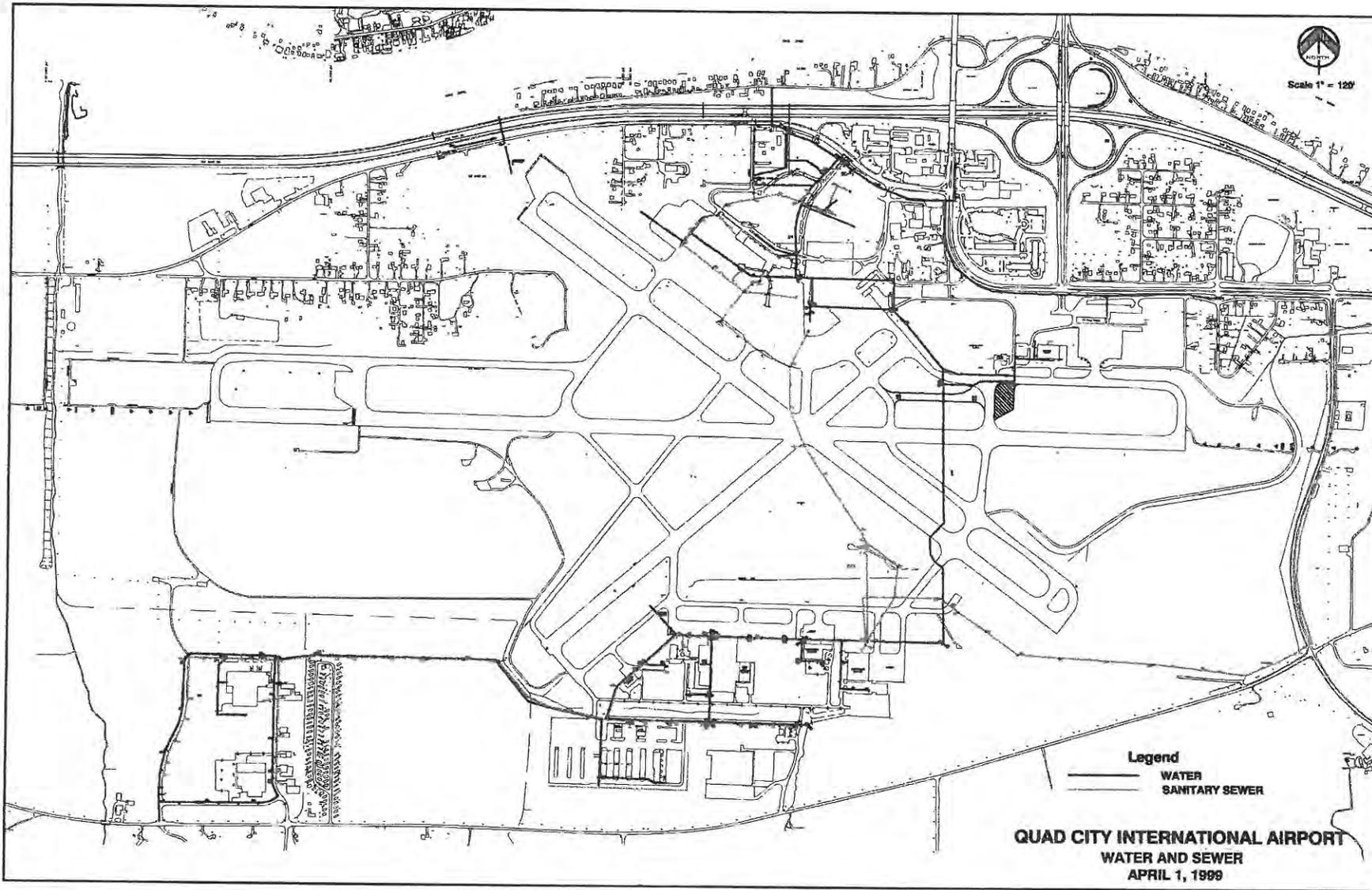
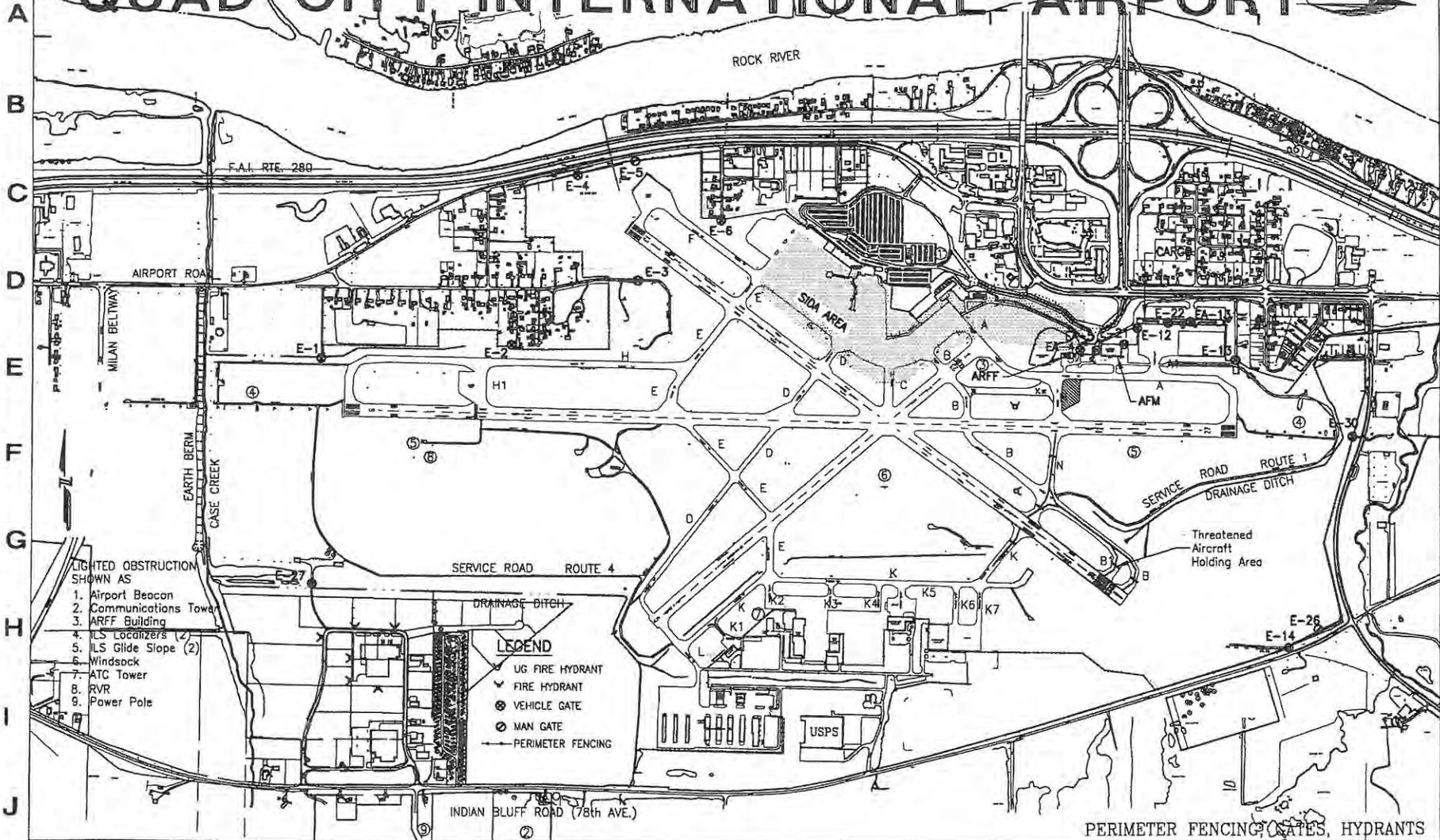


EXHIBIT A

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

QUAD CITY INTERNATIONAL AIRPORT



- LIGHTED OBSTRUCTION SHOWN AS
1. Airport Beacon
 2. Communications Tower
 3. ARFF Building
 4. ILS Localizers (2)
 5. ILS Glide Slope (2)
 6. Windsock
 7. ATC Tower
 8. RVR
 9. Power Pole

- LEGEND
- ⊕ UG FIRE HYDRANT
 - ⊙ FIRE HYDRANT
 - ⊙ VEHICLE GATE
 - ⊙ MAN GATE
 - PERIMETER FENCING

PERIMETER FENCING, GATES, HYDRANTS

SHEET 1 OF 3, DATE 02-9-99

G:\AIRPORT\BASEMAPS\FENC_HYD.DWG

EXHIBIT B



2004-28625

PATRICIA "PAT" VERONDA
ROCK ISLAND COUNTY RECORDER
ROCK ISLAND, IL

RECORDED ON
09/30/2004 08:22AM

REC FEE: 30.00

BOOK: 0

PAGE: 0

PAGES: 10

Return to:

City Clerk's Office
City of Moline
619 16th Street
Moline, IL 61265
CB 4051-2004

Annexation Agreement between the City of Moline and the Quad City

International Airport.

ANNEXATION AGREEMENT

This Annexation Agreement (Agreement) is made and entered into this 30th day of June, 2004, by and between the Quad City International Airport ("Airport"), a body politic and the City of Moline, a Municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (City) by and through its Mayor and City Council (collectively, Corporate Authorities).

RECITALS

- A. The Airport is the owner of record of that certain parcel of real property situated on the south side of the Quad City International Airport in Rock Island County, Illinois, which is more particularly described in Exhibit A attached hereto and made a part hereof (Annexation parcel), and adjoins, abuts, and is contiguous to the corporate limits of the City.
- B. The Annexation parcel has not been annexed to any municipality.
- C. The Annexation parcel adjoins, abuts, and is contiguous to a portion of a certain right-of-way known as Indian Bluff Road and Highway 150, dedicated for public purposes under certain Plats of Subdivision recorded in the Office of the Rock Island County, Illinois, Recorder, which portion of such right-of-way is hereinafter referred to as the "Road." The Road has not been annexed to any municipality.
- D. The Annexation parcel and the Road, as shown on the Plat of Annexation attached hereto as Exhibit B and made a part hereof, are sometimes referred to herein collectively as the "Subject Property."
- E. The Subject Property constitutes territory that is contiguous to and may be annexed to the City as provided under Section 7-1-1, et seq., of the Illinois City Code, 65 ILCS 5/7-1-1, et seq.
- F. The Airport desires to have the Subject Property annexed to the City, on the terms and conditions provided herein.
- G. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Subject Property to the City would further the orderly growth of the City, enable the City to control the development of the Subject Property, and serve the best interests of the City.
- H. Pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq., a proposed Annexation Agreement in substance and form the same as this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, all as provided by statute and the ordinances of the City.
- I. Any fire protection district, library district, and other entity or person entitled to notice

prior to annexation of the Subject Property to the City has been given notice thereof by the City as required by law.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and in reliance on the ordinances, codes, and regulations of the City in effect as of the date hereof, the parties hereto hereby agree as follows:

1. *Statutory Authority.*

The parties hereto enter into this Agreement pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, and the City Code of Ordinances.

2. *Annexation.*

(a) The Airport has or will have filed with the City Clerk a Petition for Annexation of the Subject Property to the City of Moline, Illinois, conditioned on the terms and provisions of this Agreement, which petition has been prepared, executed, and filed in accordance with 65 ILCS 5/7-1-8, and the ordinances and other requirements of the City. A copy of said Petition is attached hereto as Exhibit C and made a part hereof. The Airport has paid all fees and deposits required for such annexation.

(b) The Airport has filed with the City Clerk a preliminary Plat of Annexation, which contains an accurate map of the Subject Property, which Plat is attached hereto as Exhibit B and made a part hereof. The City Agrees to reimburse the Airport for the cost of such map to the extent of \$2500.00.

(c) Promptly upon request by the Airport, the Corporate Authorities shall enact an ordinance annexing the Subject Property to the City (Annexation Ordinance), which ordinance shall attach a Plat of Annexation in form and substance as Exhibit B and shall be effective immediately upon its passage.

3. *Rezoning.*

Immediately upon passage of the Annexation Ordinance, the City shall do the following:

(a) The City shall adopt an ordinance repealing any residential zoning classification presently ascribed to the Subject Property.

(b) The City shall adopt an ordinance zoning and classifying the Subject Property under the provisions of the City's Zoning Ordinance as M-2 north of Old Indian Bluff Road and B-3 south of Old Indian Bluff Road. The City shall allow all current use of said Subject Property north of Old Indian Bluff Road not contained in the M-2 classification to continue as a nonconforming use and all current use of said Subject Property south of Old Indian Bluff Road not contained in the B-3 classification to continue as a nonconforming use. Prior to the date of this Agreement, such public hearings as are necessary to enable the City lawfully to grant said respective zoning classifications as to

the Subject Property have been conducted upon proper notice, and no further action need be taken by the Airport to cause the Subject Property to be rezoned as specified herein once the Subject Property is annexed to the City; provided, however, that no development shall be undertaken without approval by the City of a Master Development Plan as described and required in the City's adopted comprehensive plan.

(c) The City shall adopt an ordinance pursuant to the provisions of the City's Zoning Ordinance approving the final land use and zoning plat (Land Use Plat) of the Subject Property, which plat shall be identical with the plat attached hereto as Exhibit C and made a part hereof.

(d) The Airport retains the right to seek to amend the Land Use Plat so as to be reasonably consistent with future developments in areas adjacent to the Subject Property in accordance with the City's Code of Ordinances and in accordance with the City's adopted Comprehensive Plan and without amendment of this Agreement. The City shall expeditiously process each such request for amendment of the Land Use Plat in accordance with procedures under the City's Zoning Ordinance and shall not unreasonably withhold its consent to such amendments.

(e) The City shall adopt an ordinance pursuant to the provisions of 65 ILCS 5/11-6-1, and in form and substance acceptable to the Airport; the ordinance shall provide for the mutual aid between the City and the Airport for responding to structural fire alarms.

4. *Roadways.*

The City shall perform street maintenance functions on all public streets and roadways within the territory annexed herein. For purposes of this Agreement, "street maintenance functions" shall include pavement patching and repairs; snow removal shall be performed by the Airport.

5. *Police and Fire Services.*

The City shall provide police and fire services (including emergency medical technician services) to the territory annexed herein and such services shall be in conformity with the services currently provided throughout the City. In addition, upon the Airport withdrawing from the Coal Valley Fire Protection District (or from a portion thereof, as the case may be), the parties agree to enter into a mutual aid agreement wherein the City agrees to provide fire and emergency medical technician services to the area previously served by said Coal Valley Fire Protection District at no charge to the Airport.

6. *Forcible Annexation.*

In consideration of this Agreement and the promises and covenants contained herein, City further agrees to never forcibly or involuntarily annex the Airport or any portion thereof or any properties belonging to the Airport during the life of this Agreement.

Nothing herein shall preclude the Airport from voluntarily seeking annexation to the City.

7. *Industrial Park Assistance.*

Immediately upon execution of this Agreement, the City shall garner and use all of its resources to promote the growth and employment of the Airport Industrial Park, including marketing the Industrial Park, including without limitation, use of its Planning Department, its Economic Development Coordinator, City Loan and Incentive Programs. The City shall include Airport information, if desired by the Airport, in the City's marketing efforts to potential Industrial or Business companies. The City will work diligently to pursue Brownfield participation for any qualifying Airport sites as well as pursuing Illinois Quad Cities Enterprise Zone designation for the Industrial Park.

8. *Interim Uses.*

All or any portion of the Subject Premises may be used for farming and ancillary uses prior to commencement of development.

9. *Avigation Easements.*

The parties agree to recognize existing avigation easements to the extent deemed necessary in the sole discretion of the Airport. As to property developed in the future, to the extent property is developed within any area two (2) miles south of the Subject Property, the parties agree to recognize existing avigation easements; and within said area the City (as a part of the approval process associated with zoning, subdivision and/or permit issuance) agrees to make its approval of development subject to avigation easements in form and substance acceptable to the Airport in the Airport's sole discretion.

10. *Miscellaneous.*

(a) All provisions, conditions, and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede all Municipal ordinances, codes, and regulations that are in conflict herewith as they may apply to the Subject Property. However, where this Agreement is silent, the City ordinances shall apply and control.

(b) Notwithstanding any other provision contained herein to the contrary, with respect to the Subject Property, this Agreement shall be effective for a term of twenty (20) years from the date hereof (or, if longer, the longest term permitted by law.)

(c) This Agreement shall bind the heirs, successors, and assigns of the Airport, the City, the Corporate Authorities, and their successors in office. This Agreement shall inure to the benefit of the parties hereof, their successors, and assigns, provided that the Airport

shall have no right to assign this Agreement except in connection with conveyances of all or any portion of the Subject Property.

(d) Nothing herein shall in any way prevent the alienation, encumbrance, or sale of the Subject Property or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed:

(1) Within thirty (30) days after the execution hereof, the text of this Agreement (or a suitable memorandum hereof) shall be recorded at the sole cost and expense of the City in the Office of the Recorder of Rock Island County, Illinois.

(2) It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement, or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.

(e) It is understood by the parties hereto that time is of the essence of this Agreement. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten (10) days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.

(f) In the event any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

(g) Unless stated otherwise elsewhere herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified mail.

If to the Airport:

Director of Aviation
Mr. Bruce Carter
P. O. Box 9009
Moline, IL 61265

If to the City:

City Administrator
619 16th Street
Moline, IL 61265

With copy to:

Mr. Harvey A. Levin
Califf & Harper, P.C.
506 - 15th Street, Suite 600
Moline, IL 61265

With copy to:

City Attorney, City of Moline
1616 6th Avenue
Moline, IL 61265

(h) The amendment of any existing ordinance of the City shall not hereafter be effective

against the Annexation parcel during the term of this Agreement. Any special assessment or special use district imposed by the City shall not be effective against the Annexation parcel during the term of this Agreement. However, in the event any provision of such amendment shall be less restrictive than the existing law, the Airport or their successors may elect to be bound by such provision as such amendment may affect the Subject Property.

(i) Within twenty (20) days after request by the Airport from time to time, the City shall deliver to the Airport, addressed to such parties as Airport may specify, an estoppel letter stating that this Agreement is in full force and effect and there are no outstanding known violations of the provisions hereof or identifying each such violation and the steps necessary to cure it. Such letter addressed to any person who, in reliance on said letter, thereafter takes an interest for value in the Annexation parcel, or any part thereof, shall be binding on the City as to such person.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF MOLINE,
a Municipal Corporation,
County of ROCK ISLAND,
State of Illinois

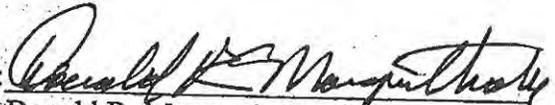
QUAD CITY
INTERNATIONAL AIRPORT, a body
politic, County of ROCK ISLAND,
State of Illinois

By:



Mayor Stan Leach

By:



Donald R. Margenthaler, Chairman

ATTEST:

By:



ATTEST:

By:



ANNEXATION DESCRIPTION AND PLAT FOR A PART OF THE QUAD CITY INTERNATIONAL AIRPORT

A part of Sections 19, 20, 22, 27, 28, 29 and 30 in Township 17 North, Range 1 West of the Fourth Principal Meridian more particularly described as follows:

A strip of land 200 feet in width, northerly of and adjacent to the northerly right of way of S. A. Route 16, also known as 78th Avenue, beginning at the westerly right of way of U. S. Route 150 and terminating at a point in the easterly line of a property commonly known as Supervisor of Assessments Tax Parcel B-44-E.

ALSO

A strip of land 200 feet in width, the easterly line of which is described as follows; beginning at a point on the southeasterly line of Lot 33 in the QUAD-CITY INDUSTRIAL AIR PARK as platted in Plat Book 43 page 436 in the office of the Rock Island County Recorder, said point being 200 feet easterly of the easterly line of a property commonly known as Supervisor of Assessments Tax Parcel B-44-E, thence southerly parallel with said easterly line to a point 200 feet northerly of the northerly right of way of S. A. Route 16, also known as 78th Avenue, and there terminating.

ALSO

QUAD-CITY INDUSTRIAL AIR PARK as platted in Plat Book 43 page 436 in the office of the Rock Island County Recorder, except Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 12, 13 and the East 237.6 feet of Lot 14.

ALSO

All that part of the South Half of the West Half of the Northwest Quarter of Section 29, Township 17 North, Range 1 West of the Fourth Principal Meridian which lies south of the road running easterly and westerly through said Section, commonly known as S. A. Route 16, excepting the following described tracts of land, to-wit:

Tract 1: Beginning 70 feet north of the southeast corner of the Southwest Quarter of the Northwest Quarter of said Section 29; thence North 7 degrees 30 minutes West 758 feet on the east line of the Southwest Quarter of the Northwest Quarter of said Section to a stake on the south line of the highway; thence South 86 degrees 30 minutes West 165 feet along the highway; thence South 1 degree 30 minutes East 368 feet along the highway; thence South 17 degrees 30 minutes East 436 feet along the highway to the place of beginning, containing 2.2 acres, more or less.

Tract 2: Commencing at the southeast corner of the Southwest Quarter of the Northwest Quarter of said Section 29; thence North 7 degrees 30 minutes West 838 feet along the east line of the Southwest Quarter of the Northwest Quarter of said Section 29 to stake on the south line of a public highway; thence westerly along the south line of said highway a distance of 852 feet to an iron stake, the place of beginning of this description; thence westerly along the south line of said highway a distance of 200 feet to an iron stake; thence southerly at an angle of 86 degrees 0 minutes turned counterclockwise from the last mentioned line a distance of 90 feet to an iron stake; thence easterly parallel to the south line of said public road a distance of 200 feet to an iron stake; thence northerly a

distance of 90 feet to the place of beginning, containing 0.413 acres, more or less, as shown in Book 367 Deeds, Page 523.

Tract 3: Part of the West Half of the Northwest Quarter of Section 29, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois, described as follows, to-wit: Beginning on the south right of way line of State Route No. 16, said point being 250.0 feet easterly of the west line of said West half of the Northwest Quarter; go thence South of 279.82 feet; thence North 87 degrees 38 minutes 30 seconds East for 220.0 feet; thence North for 189.82 feet to the southeast corner of a 90 foot by 200 foot tract of land; thence South 87 degrees 38 minutes 30 seconds West along the south line of said tract for 200 feet to its southwest corner; thence North 90.0 feet to the south right of way line of State Aid Route No. 16; thence westerly along said south right of way line for 20.0 feet to the point of beginning and there terminating, containing 1.0 acres.

Also excepting: Any part of the above that is used or dedicated for Fiftieth (50th) Street.
Also excepting: That part of the westerly portion of the above description that is used or dedicated as a private road.

This portion of the description is commonly known as Rock Island County Supervisor of Assessments, Blackhawk Township parcels B-45 and B-45-B.

ALSO

All that part of the right of way of the road commonly known as S. A. Route 16 running through the South Half of the West Half of the Northwest Quarter of Section 29, Township 17 North, Range 1 West of the Fourth Principal Meridian.

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: February 12, 2013 11:00 a.m.

Project: 1176 - 5th Avenue, 11th to 14th Street

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Valley Construction Company		Walter D. Laud, Inc.		Centennial Contractors of the Quad Cities, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal	24	Units	\$35.00	\$840.00	\$40.00	\$960.00	\$33.00	\$792.00
2	Stump Removal	1	EA	\$160.00	\$160.00	\$500.00	\$500.00	\$150.00	\$150.00
3	Trench Backfill - Water	1200	CY	\$19.50	\$23,400.00	\$50.00	\$60,000.00	\$20.00	\$24,000.00
4	Trench Backfill - Storm	185	CY	\$19.50	\$3,607.50	\$25.00	\$4,625.00	\$20.00	\$3,700.00
5	Trench Backfill - Sanitary	390	CY	\$19.50	\$7,605.00	\$40.00	\$15,600.00	\$20.50	\$7,995.00
6	Geotechnical Fabric for Ground Stabilization	6570	SY	\$1.10	\$7,227.00	\$1.25	\$8,212.50	\$1.00	\$6,570.00
7	Seeding, CL 1, Complete	415	SY	\$6.00	\$2,490.00	\$1.00	\$415.00	\$3.30	\$1,369.50
8	Landscape Mulch	250	SY	\$5.00	\$1,250.00	\$6.00	\$1,500.00	\$6.60	\$1,650.00
9	4' Concrete Step	1	EA	\$650.00	\$650.00	\$700.00	\$700.00	\$0.50	\$0.50
10	Tree - Japanese Lilac	26	EA	\$200.00	\$5,200.00	\$375.00	\$9,750.00	\$275.00	\$7,150.00
11	Tree - Regal Elm	33	EA	\$200.00	\$6,600.00	\$400.00	\$13,200.00	\$330.00	\$10,890.00
12	Shrub - Gold Mound Japanese Spirea	47	EA	\$40.00	\$1,880.00	\$50.00	\$2,350.00	\$38.50	\$1,809.50
13	Shrub - Neon Flashing Japanese Spirea	72	EA	\$40.00	\$2,880.00	\$50.00	\$3,600.00	\$38.50	\$2,772.00
14	Perennial - Fountain Grass	56	EA	\$30.00	\$1,680.00	\$40.00	\$2,240.00	\$20.00	\$1,120.00
15	Perennial - Karl Foerster	46	EA	\$35.00	\$1,610.00	\$30.00	\$1,380.00	\$20.00	\$920.00
16	Perennial - Happy Returns	62	EA	\$40.00	\$2,480.00	\$30.00	\$1,860.00	\$20.00	\$1,240.00
17	Temporary Erosion & Sediment Control	1	L Sum	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
18	Pipe Underdrain Complete, 4"	2645	LF	\$14.85	\$39,278.25	\$11.00	\$29,095.00	\$10.00	\$26,450.00
19	Aggregate Base Course, Ty C, 6"	5820	SY	\$10.00	\$58,200.00	\$9.25	\$53,835.00	\$8.50	\$49,470.00
20	P.C.C. Pavement, 8" w/Integral Curb	5360	SY	\$52.50	\$281,400.00	\$53.00	\$284,080.00	\$61.00	\$326,960.00
21	P.C.C. Pavement, Textured, Colored, 8"	190	SY	\$149.95	\$28,490.50	\$152.00	\$28,880.00	\$135.00	\$25,650.00
22	Driveway Pavement Removal	303	SY	\$10.00	\$3,030.00	\$11.00	\$3,333.00	\$8.00	\$2,424.00
23	P.C.C. Driveway Pavement	251	SY	\$63.90	\$16,038.90	\$62.00	\$15,562.00	\$54.00	\$13,554.00
24	Sidewalk Removal	20740	SF	\$1.00	\$20,740.00	\$0.75	\$15,555.00	\$0.65	\$13,481.00
25	P.C.C. Sidewalk, 4"	24950	SF	\$5.95	\$148,452.50	\$5.00	\$124,750.00	\$4.75	\$118,512.50
26	P.C.C. Sidewalk, Textured, Colored, 4"	3720	SF	\$9.50	\$35,340.00	\$11.00	\$40,920.00	\$10.00	\$37,200.00
27	P.C.C. Sidewalk, Textured, Colored, 6" Reinforced	2515	SF	\$29.50	\$74,192.50	\$32.00	\$80,480.00	\$15.00	\$37,725.00
28	Bus Shelter Pad	174	SF	\$15.00	\$2,610.00	\$10.00	\$1,740.00	\$6.00	\$1,044.00

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

29	Cast Iron Detectable Warnings	473	SF	\$32.50	\$15,372.50	\$38.00	\$17,974.00	\$30.00	\$14,190.00
30	B6.12 Curb & Gutter	160	LF	\$32.50	\$5,200.00	\$40.00	\$6,400.00	\$30.00	\$4,800.00
31	Island Removal	305	SF	\$10.00	\$3,050.00	\$2.00	\$610.00	\$2.00	\$610.00
32	Pavement Removal	6500	SY	\$10.00	\$65,000.00	\$10.00	\$65,000.00	\$11.00	\$71,500.00
33	Storm Sewer, CI 4, TY 1, 12", RCCP	634	LF	\$49.50	\$31,383.00	\$46.00	\$29,164.00	\$55.00	\$34,870.00
34	Storm Sewer, CI 3, TY 2, 15", RCCP	243	LF	\$56.90	\$13,826.70	\$49.00	\$11,907.00	\$69.00	\$16,767.00
35	Storm Sewer, CI 3, TY 2, 18", RCCP	190	LF	\$65.95	\$12,530.50	\$59.00	\$11,210.00	\$78.00	\$14,820.00
36	Storm Sewer, CI 3, TY 2, 24", RCCP	58	LF	\$91.75	\$5,321.50	\$80.00	\$4,640.00	\$106.00	\$6,148.00
37	Remove Storm Sewer, 12"	379	LF	\$15.00	\$5,685.00	\$8.50	\$3,221.50	\$7.50	\$2,842.50
38	Abandon and Fill Sewer, 8"	35	LF	\$15.00	\$525.00	\$10.00	\$350.00	\$21.00	\$735.00
39	Sanitary Sewer Service, 6"	110	LF	\$66.95	\$7,364.50	\$70.00	\$7,700.00	\$84.00	\$9,240.00
40	Disconnect & Plug Sewer Service	2	EA	\$1,700.00	\$3,400.00	\$750.00	\$1,500.00	\$315.00	\$630.00
41	Sanitary Sewer, DIP, P CL 350, 8"	265	LF	\$81.85	\$21,690.25	\$75.00	\$19,875.00	\$110.00	\$29,150.00
42	Sanitary Sewer, DIP, P CL 350, 12"	144	LF	\$119.95	\$17,272.80	\$100.00	\$14,400.00	\$126.00	\$18,144.00
43	Reconnect San Service Lateral w/ 12" x 6" Wye	1	EA	\$635.00	\$635.00	\$1,700.00	\$1,700.00	\$2,000.00	\$2,000.00
44	Reconnect San Service Lateral w/ 8" x 6" Wye	1	EA	\$395.00	\$395.00	\$1,450.00	\$1,450.00	\$1,700.00	\$1,700.00
45	Remove Sanitary Sewer, 8"	84	LF	\$10.00	\$840.00	\$15.00	\$1,260.00	\$8.50	\$714.00
46	Water Main, DIP, P CL 350, 4"	68	LF	\$89.95	\$6,116.60	\$59.00	\$4,012.00	\$109.00	\$7,412.00
47	Water Main, DIP, P CL 350, 6"	100	LF	\$102.50	\$10,250.00	\$59.00	\$5,900.00	\$109.00	\$10,900.00
48	Water Main, DIP, P CL 350, 8"	808	LF	\$69.75	\$56,358.00	\$59.00	\$47,672.00	\$95.00	\$76,760.00
49	Water Main, DIP, P CL 350, 10"	682	LF	\$76.50	\$52,173.00	\$69.00	\$47,058.00	\$97.00	\$66,154.00
50	Tee, DI, MJ, 8" x 8" x 2"	1	EA	\$325.00	\$325.00	\$400.00	\$400.00	\$341.00	\$341.00
51	Tee, DI, MJ, 8" x 8" x 6"	4	EA	\$370.00	\$1,480.00	\$425.00	\$1,700.00	\$368.00	\$1,472.00
52	Tee, DI, MJ, 8" x 8" x 8"	3	EA	\$425.00	\$1,275.00	\$500.00	\$1,500.00	\$420.00	\$1,260.00
53	Tee, DI, MJ, 10" x 10" x 2"	1	EA	\$420.00	\$420.00	\$500.00	\$500.00	\$420.00	\$420.00
54	Tee, DI, MJ, 10" x 10" x 4"	2	EA	\$470.00	\$940.00	\$550.00	\$1,100.00	\$446.00	\$892.00
55	Tee, DI, MJ, 10" x 10" x 6"	3	EA	\$525.00	\$1,575.00	\$600.00	\$1,800.00	\$525.00	\$1,575.00
56	Tee, DI, MJ, 10" x 10" x 8"	1	EA	\$580.00	\$580.00	\$750.00	\$750.00	\$578.00	\$578.00
57	45° Bend, DI, MJ, 6"	4	EA	\$210.00	\$840.00	\$250.00	\$1,000.00	\$236.00	\$944.00
58	45° Bend, DI, MJ, 8"	2	EA	\$275.00	\$550.00	\$300.00	\$600.00	\$252.00	\$504.00
59	22.5° Bend, DI, MJ, 8"	1	EA	\$270.00	\$270.00	\$300.00	\$300.00	\$252.00	\$252.00
60	11.25° Bend, DI, MJ, 10"	2	EA	\$375.00	\$750.00	\$450.00	\$900.00	\$368.00	\$736.00
61	Reducer, DI, MJ, 8" x 6"	2	EA	\$215.00	\$430.00	\$250.00	\$500.00	\$185.00	\$370.00

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

62	Reducer, DI, MJ, 10" x 8"	1	EA	\$295.00	\$295.00	\$325.00	\$325.00	\$237.00	\$237.00
63	Solid Sleeve, 6"	2	EA	\$195.00	\$390.00	\$225.00	\$450.00	\$2,100.00	\$4,200.00
64	Solid Sleeve, 8"	1	EA	\$250.00	\$250.00	\$250.00	\$250.00	\$236.00	\$236.00
65	Solid Sleeve, 12"	1	EA	\$490.00	\$490.00	\$350.00	\$350.00	\$320.00	\$320.00
66	Curb, Stop and Box, 1"	14	EA	\$340.00	\$4,760.00	\$200.00	\$2,800.00	\$236.00	\$3,304.00
67	Curb, Stop and Box, 1.25"	1	EA	\$550.00	\$550.00	\$250.00	\$250.00	\$368.00	\$368.00
68	Curb, Stop and Box, 2"	3	EA	\$765.00	\$2,295.00	\$400.00	\$1,200.00	\$450.00	\$1,350.00
69	Valve and Box, 4"	2	EA	\$620.00	\$1,240.00	\$900.00	\$1,800.00	\$975.00	\$1,950.00
70	Valve and Box, 6"	2	EA	\$740.00	\$1,480.00	\$1,150.00	\$2,300.00	\$1,100.00	\$2,200.00
71	Valve and Box, 8"	6	EA	\$1,050.00	\$6,300.00	\$1,300.00	\$7,800.00	\$1,400.00	\$8,400.00
72	Butterfly Valve, 10"	2	EA	\$4,175.00	\$8,350.00	\$5,500.00	\$11,000.00	\$4,725.00	\$9,450.00
73	Fire Hydrant Assembly Complete	4	EA	\$4,125.00	\$16,500.00	\$4,400.00	\$17,600.00	\$4,000.00	\$16,000.00
74	Cap, DI, MJ, 8"	2	EA	\$165.00	\$330.00	\$150.00	\$300.00	\$160.00	\$320.00
75	Copper Water Service Line, 1"	431	LF	\$29.50	\$12,714.50	\$13.00	\$5,603.00	\$32.00	\$13,792.00
76	Copper Water Service Line, 1.25"	36	LF	\$32.75	\$1,179.00	\$30.00	\$1,080.00	\$48.00	\$1,728.00
77	Copper Water Service Line, 2"	41	LF	\$41.50	\$1,701.50	\$40.00	\$1,640.00	\$55.00	\$2,255.00
78	Water Service Connection, 1" (Corporation)	14	EA	\$358.50	\$5,019.00	\$950.00	\$13,300.00	\$370.00	\$5,180.00
79	Corporation, 3/4" (for testing)	1	EA	\$475.00	\$475.00	\$200.00	\$200.00	\$315.00	\$315.00
80	Corporation, 1" (for testing)	4	EA	\$475.00	\$1,900.00	\$200.00	\$800.00	\$315.00	\$1,260.00
81	Fire Hydrant to be Removed	3	EA	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$580.00	\$1,740.00
82	Inlet Special, Ty A	1	EA	\$1,295.00	\$1,295.00	\$2,500.00	\$2,500.00	\$1,850.00	\$1,850.00
83	Catch Basin Single	10	EA	\$2,240.00	\$22,400.00	\$2,500.00	\$25,000.00	\$2,575.00	\$25,750.00
84	Catch Basin Double	3	EA	\$3,285.00	\$9,855.00	\$3,000.00	\$9,000.00	\$3,675.00	\$11,025.00
85	Manhole, Ty A, Storm, 4' Dia, w/Ty 1 F, Closed Lid	6	EA	\$2,690.00	\$16,140.00	\$2,200.00	\$13,200.00	\$2,625.00	\$15,750.00
86	Manhole, Ty A, Sanitary, 4' Dia, w/Ty 1 F, Closed Lid	3	EA	\$3,395.00	\$10,185.00	\$3,400.00	\$10,200.00	\$2,950.00	\$8,850.00
87	Remove Valve & Box	2	EA	\$100.00	\$200.00	\$350.00	\$700.00	\$260.00	\$520.00
88	Remove Valve & Vault	5	EA	\$515.00	\$2,575.00	\$600.00	\$3,000.00	\$525.00	\$2,625.00
89	Manhole to be Adjusted	2	EA	\$495.00	\$990.00	\$400.00	\$800.00	\$500.00	\$1,000.00
90	Remove Manhole, Sanitary	2	EA	\$300.00	\$600.00	\$400.00	\$800.00	\$525.00	\$1,050.00
91	Remove Inlet Single	3	EA	\$200.00	\$600.00	\$400.00	\$1,200.00	\$500.00	\$1,500.00
92	Remove Inlet Double	5	EA	\$225.00	\$1,125.00	\$500.00	\$2,500.00	\$770.00	\$3,850.00
93	Remove Manhole, Storm	4	EA	\$280.00	\$1,120.00	\$400.00	\$1,600.00	\$500.00	\$2,000.00
94	Abandon & Fill Existing Cleanout	1	EA	\$250.00	\$250.00	\$200.00	\$200.00	\$375.00	\$375.00

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

95	Traffic Control Complete	1	L SUM	\$10,850.00	\$10,850.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
96	Paint Pavement Markings - Line 4" Yellow	350	LF	\$1.75	\$612.50	\$2.00	\$700.00	\$1.00	\$350.00
97	Paint Pavement Markings - Line 4" White	244	LF	\$1.75	\$427.00	\$2.00	\$488.00	\$1.00	\$244.00
98	Paint Pavement Markings - Line 6" White	314	LF	\$2.25	\$706.50	\$2.50	\$785.00	\$1.30	\$408.20
99	Paint Pavement Markings - Line 12" White	219	LF	\$2.95	\$646.05	\$3.00	\$657.00	\$2.00	\$438.00
100	Paint Pavement Markings - Line 24" White	91	LF	\$3.75	\$341.25	\$4.00	\$364.00	\$3.00	\$273.00
101	Conduit in Trench, 2" Dia, PVC	5800	LF	\$4.45	\$25,810.00	\$4.50	\$26,100.00	\$4.90	\$28,420.00
102	Remove Existing Handhole	16	EA	\$150.00	\$2,400.00	\$150.00	\$2,400.00	\$165.00	\$2,640.00
103	Junction Box	36	EA	\$525.00	\$18,900.00	\$525.00	\$18,900.00	\$575.00	\$20,700.00
104	Portland Cement Concrete Handhole	6	EA	\$1,395.00	\$8,370.00	\$1,500.00	\$9,000.00	\$1,529.00	\$9,174.00
105	Electric Cable in Conduit, 1/C No. 6	10200	LF	\$1.20	\$12,240.00	\$1.25	\$12,750.00	\$1.28	\$13,056.00
106	Electric Cable in Conduit, 1/C No. 8	17140	LF	\$0.90	\$15,426.00	\$0.90	\$15,426.00	\$0.96	\$16,454.40
107	Electric Cable in Conduit, 1/C No. 10	2400	LF	\$0.75	\$1,800.00	\$0.75	\$1,800.00	\$0.76	\$1,824.00
108	3/C #10 UV and Weather Resistant Aerial Cable	500	LF	\$2.10	\$1,050.00	\$2.50	\$1,250.00	\$2.28	\$1,140.00
109	Control Cabinet	1	EA	\$13,150.00	\$13,150.00	\$13,500.00	\$13,500.00	\$14,265.00	\$14,265.00
110	Remove Existing Light Pole	22	EA	\$265.00	\$5,830.00	\$300.00	\$6,600.00	\$285.00	\$6,270.00
111	Light Fixture, Type B	40	EA	\$1,175.00	\$47,000.00	\$1,150.00	\$46,000.00	\$1,265.00	\$50,600.00
112	Light Fixture, Type C	4	EA	\$1,100.00	\$4,400.00	\$1,100.00	\$4,400.00	\$1,183.00	\$4,732.00
113	Light Fixture, Type D	20	EA	\$355.00	\$7,100.00	\$350.00	\$7,000.00	\$385.00	\$7,700.00
114	Water Service Connection, 1-1/4" (Corporation)	1	EA	\$480.00	\$480.00	\$1,000.00	\$1,000.00	\$1,900.00	\$1,900.00
115	Water Service Connection, 2" (Corporation)	3	EA	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$1,600.00	\$4,800.00
	TOTAL				\$1,437,749.80		\$1,444,044.00		\$1,487,668.10

Brandt Construction Company Langman Construction, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal	24	Units	\$40.00	\$960.00	\$35.00	\$840.00		
2	Stump Removal	1	EA	\$235.00	\$235.00	\$200.00	\$200.00		
3	Trench Backfill - Water	1200	CY	\$25.75	\$30,900.00	\$16.50	\$19,800.00		
4	Trench Backfill - Storm	185	CY	\$25.75	\$4,763.75	\$16.50	\$3,052.50		
5	Trench Backfill - Sanitary	390	CY	\$25.75	\$10,042.50	\$16.50	\$6,435.00		
6	Geotechnical Fabric for Ground Stabilization	6570	SY	\$1.35	\$8,869.50	\$1.00	\$6,570.00		
7	Seeding, CL 1, Complete	415	SY	\$6.75	\$2,801.25	\$6.00	\$2,490.00		
8	Landscape Mulch	250	SY	\$5.60	\$1,400.00	\$5.00	\$1,250.00		
9	4' Concrete Step	1	EA	\$750.00	\$750.00	\$750.00	\$750.00		
10	Tree - Japanese Lilac	26	EA	\$275.00	\$7,150.00	\$200.00	\$5,200.00		
11	Tree - Regal Elm	33	EA	\$275.00	\$9,075.00	\$200.00	\$6,600.00		
12	Shrub - Gold Mound Japanese Spirea	47	EA	\$45.00	\$2,115.00	\$40.00	\$1,880.00		
13	Shrub - Neon Flashing Japanese Spirea	72	EA	\$45.00	\$3,240.00	\$40.00	\$2,880.00		
14	Perennial - Fountain Grass	56	EA	\$33.50	\$1,876.00	\$30.00	\$1,680.00		
15	Perennial - Karl Foerster	46	EA	\$40.00	\$1,840.00	\$35.00	\$1,610.00		
16	Perennial - Happy Returns	62	EA	\$45.00	\$2,790.00	\$40.00	\$2,480.00		
17	Temporary Erosion & Sediment Control	1	L Sum	\$2,235.00	\$2,235.00	\$2,000.00	\$2,000.00		
18	Pipe Underdrain Complete, 4"	2645	LF	\$9.00	\$23,805.00	\$15.00	\$39,675.00		
19	Aggregate Base Course, Ty C, 6"	5820	SY	\$13.55	\$78,861.00	\$12.00	\$69,840.00		
20	P.C.C. Pavement, 8" w/Integral Curb	5360	SY	\$54.00	\$289,440.00	\$61.00	\$326,960.00		
21	P.C.C. Pavement, Textured, Colored, 8"	190	SY	\$160.00	\$30,400.00	\$135.00	\$25,650.00		
22	Driveway Pavement Removal	303	SY	\$9.00	\$2,727.00	\$15.00	\$4,545.00		
23	P.C.C. Driveway Pavement	251	SY	\$50.25	\$12,612.75	\$54.00	\$13,554.00		
24	Sidewalk Removal	20740	SF	\$1.35	\$27,999.00	\$2.00	\$41,480.00		
25	P.C.C. Sidewalk, 4"	24950	SF	\$5.70	\$142,215.00	\$4.75	\$118,512.50		
26	P.C.C. Sidewalk, Textured, Colored, 4"	3720	SF	\$11.50	\$42,780.00	\$10.00	\$37,200.00		
27	P.C.C. Sidewalk, Textured, Colored, 6" Reinforced	2515	SF	\$23.80	\$59,857.00	\$15.00	\$37,725.00		
28	Bus Shelter Pad	174	SF	\$12.80	\$2,227.20	\$6.00	\$1,044.00		
29	Cast Iron Detectable Warnings	473	SF	\$36.50	\$17,264.50	\$30.00	\$14,190.00		
30	B6.12 Curb & Gutter	160	LF	\$27.50	\$4,400.00	\$30.00	\$4,800.00		

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31	Island Removal	305	SF	\$1.00	\$305.00	\$3.00	\$915.00		
32	Pavement Removal	6500	SY	\$10.00	\$65,000.00	\$15.00	\$97,500.00		
33	Storm Sewer, CI 4, TY 1, 12", RCCP	634	LF	\$56.75	\$35,979.50	\$75.00	\$47,550.00		
34	Storm Sewer, CI 3, TY 2, 15", RCCP	243	LF	\$59.00	\$14,337.00	\$80.00	\$19,440.00		
35	Storm Sewer, CI 3, TY 2, 18", RCCP	190	LF	\$66.00	\$12,540.00	\$85.00	\$16,150.00		
36	Storm Sewer, CI 3, TY 2, 24", RCCP	58	LF	\$81.00	\$4,698.00	\$95.00	\$5,510.00		
37	Remove Storm Sewer, 12"	379	LF	\$24.50	\$9,285.50	\$5.00	\$1,895.00		
38	Abandon and Fill Sewer, 8"	35	LF	\$42.50	\$1,487.50	\$5.00	\$175.00		
39	Sanitary Sewer Service, 6"	110	LF	\$97.00	\$10,670.00	\$90.00	\$9,900.00		
40	Disconnect & Plug Sewer Service	2	EA	\$915.00	\$1,830.00	\$100.00	\$200.00		
41	Sanitary Sewer, DIP, P CL 350, 8"	265	LF	\$103.00	\$27,295.00	\$125.00	\$33,125.00		
42	Sanitary Sewer, DIP, P CL 350, 12"	144	LF	\$134.00	\$19,296.00	\$135.00	\$19,440.00		
43	Reconnect San Service Lateral w/ 12" x 6" Wye	1	EA	\$1,300.00	\$1,300.00	\$900.00	\$900.00		
44	Reconnect San Service Lateral w/ 8" x 6" Wye	1	EA	\$950.00	\$950.00	\$700.00	\$700.00		
45	Remove Sanitary Sewer, 8"	84	LF	\$35.00	\$2,940.00	\$5.00	\$420.00		
46	Water Main, DIP, P CL 350, 4"	68	LF	\$58.00	\$3,944.00	\$90.00	\$6,120.00		
47	Water Main, DIP, P CL 350, 6"	100	LF	\$54.00	\$5,400.00	\$95.00	\$9,500.00		
48	Water Main, DIP, P CL 350, 8"	808	LF	\$70.00	\$56,560.00	\$115.00	\$92,920.00		
49	Water Main, DIP, P CL 350, 10"	682	LF	\$106.00	\$72,292.00	\$122.00	\$83,204.00		
50	Tee, DI, MJ, 8" x 8" x 2"	1	EA	\$555.00	\$555.00	\$500.00	\$500.00		
51	Tee, DI, MJ, 8" x 8" x 6"	4	EA	\$625.00	\$2,500.00	\$525.00	\$2,100.00		
52	Tee, DI, MJ, 8" x 8" x 8"	3	EA	\$665.00	\$1,995.00	\$550.00	\$1,650.00		
53	Tee, DI, MJ, 10" x 10" x 2"	1	EA	\$650.00	\$650.00	\$790.00	\$790.00		
54	Tee, DI, MJ, 10" x 10" x 4"	2	EA	\$700.00	\$1,400.00	\$600.00	\$1,200.00		
55	Tee, DI, MJ, 10" x 10" x 6"	3	EA	\$775.00	\$2,325.00	\$600.00	\$1,800.00		
56	Tee, DI, MJ, 10" x 10" x 8"	1	EA	\$825.00	\$825.00	\$700.00	\$700.00		
57	45° Bend, DI, MJ, 6"	4	EA	\$435.00	\$1,740.00	\$250.00	\$1,000.00		
58	45° Bend, DI, MJ, 8"	2	EA	\$500.00	\$1,000.00	\$300.00	\$600.00		
59	22.5° Bend, DI, MJ, 8"	1	EA	\$500.00	\$500.00	\$300.00	\$300.00		
60	11.25° Bend, DI, MJ, 10"	2	EA	\$600.00	\$1,200.00	\$300.00	\$600.00		
61	Reducer, DI, MJ, 8" x 6"	2	EA	\$430.00	\$860.00	\$250.00	\$500.00		
62	Reducer, DI, MJ, 10" x 8"	1	EA	\$500.00	\$500.00	\$200.00	\$200.00		
63	Solid Sleeve, 6"	2	EA	\$420.00	\$840.00	\$300.00	\$600.00		

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64	Solid Sleeve, 8"	1	EA	\$475.00	\$475.00	\$250.00	\$250.00		
65	Solid Sleeve, 12"	1	EA	\$540.00	\$540.00	\$300.00	\$300.00		
66	Curb, Stop and Box, 1"	14	EA	\$345.00	\$4,830.00	\$100.00	\$1,400.00		
67	Curb, Stop and Box, 1.25"	1	EA	\$525.00	\$525.00	\$250.00	\$250.00		
68	Curb, Stop and Box, 2"	3	EA	\$575.00	\$1,725.00	\$300.00	\$900.00		
69	Valve and Box, 4"	2	EA	\$900.00	\$1,800.00	\$800.00	\$1,600.00		
70	Valve and Box, 6"	2	EA	\$1,150.00	\$2,300.00	\$1,500.00	\$3,000.00		
71	Valve and Box, 8"	6	EA	\$1,500.00	\$9,000.00	\$1,600.00	\$9,600.00		
72	Butterfly Valve, 10"	2	EA	\$5,600.00	\$11,200.00	\$4,000.00	\$8,000.00		
73	Fire Hydrant Assembly Complete	4	EA	\$5,200.00	\$20,800.00	\$4,500.00	\$18,000.00		
74	Cap, DI, MJ, 8"	2	EA	\$385.00	\$770.00	\$150.00	\$300.00		
75	Copper Water Service Line, 1"	431	LF	\$37.75	\$16,270.25	\$25.00	\$10,775.00		
76	Copper Water Service Line, 1.25"	36	LF	\$48.00	\$1,728.00	\$27.00	\$972.00		
77	Copper Water Service Line, 2"	41	LF	\$81.00	\$3,321.00	\$35.00	\$1,435.00		
78	Water Service Connection, 1" (Corporation)	14	EA	\$255.00	\$3,570.00	\$400.00	\$5,600.00		
79	Corporation, 3/4" (for testing)	1	EA	\$245.00	\$245.00	\$250.00	\$250.00		
80	Corporation, 1" (for testing)	4	EA	\$255.00	\$1,020.00	\$250.00	\$1,000.00		
81	Fire Hydrant to be Removed	3	EA	\$650.00	\$1,950.00	\$700.00	\$2,100.00		
82	Inlet Special, Ty A	1	EA	\$1,325.00	\$1,325.00	\$1,200.00	\$1,200.00		
83	Catch Basin Single	10	EA	\$1,900.00	\$19,000.00	\$3,800.00	\$38,000.00		
84	Catch Basin Double	3	EA	\$3,085.00	\$9,255.00	\$5,200.00	\$15,600.00		
85	Manhole, Ty A, Storm, 4' Dia, w/Ty 1 F, Closed Lid	6	EA	\$2,575.00	\$15,450.00	\$3,500.00	\$21,000.00		
86	Manhole, Ty A, Sanitary, 4' Dia, w/Ty 1 F, Closed Lid	3	EA	\$3,900.00	\$11,700.00	\$4,500.00	\$13,500.00		
87	Remove Valve & Box	2	EA	\$175.00	\$350.00	\$100.00	\$200.00		
88	Remove Valve & Vault	5	EA	\$1,125.00	\$5,625.00	\$500.00	\$2,500.00		
89	Manhole to be Adjusted	2	EA	\$425.00	\$850.00	\$500.00	\$1,000.00		
90	Remove Manhole, Sanitary	2	EA	\$800.00	\$1,600.00	\$500.00	\$1,000.00		
91	Remove Inlet Single	3	EA	\$535.00	\$1,605.00	\$500.00	\$1,500.00		
92	Remove Inlet Double	5	EA	\$535.00	\$2,675.00	\$500.00	\$2,500.00		
93	Remove Manhole, Storm	4	EA	\$535.00	\$2,140.00	\$500.00	\$2,000.00		
94	Abandon & Fill Existing Cleanout	1	EA	\$900.00	\$900.00	\$100.00	\$100.00		
95	Traffic Control Complete	1	L SUM	\$17,213.55	\$17,213.55	\$8,000.00	\$8,000.00		
96	Paint Pavement Markings - Line 4" Yellow	350	LF	\$2.00	\$700.00	\$0.45	\$157.50		

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97	Paint Pavement Markings - Line 4" White	244	LF	\$2.00	\$488.00	\$0.45	\$109.80		
98	Paint Pavement Markings - Line 6" White	314	LF	\$2.50	\$785.00	\$0.65	\$204.10		
99	Paint Pavement Markings - Line 12" White	219	LF	\$3.50	\$766.50	\$0.85	\$186.15		
100	Paint Pavement Markings - Line 24" White	91	LF	\$4.25	\$386.75	\$2.00	\$182.00		
101	Conduit in Trench, 2" Dia, PVC	5800	LF	\$5.00	\$29,000.00	\$4.45	\$25,810.00		
102	Remove Existing Handhole	16	EA	\$170.00	\$2,720.00	\$150.00	\$2,400.00		
103	Junction Box	36	EA	\$585.00	\$21,060.00	\$523.00	\$18,828.00		
104	Portland Cement Concrete Handhole	6	EA	\$1,550.00	\$9,300.00	\$1,390.00	\$8,340.00		
105	Electric Cable in Conduit, 1/C No. 6	10200	LF	\$1.30	\$13,260.00	\$1.16	\$11,832.00		
106	Electric Cable in Conduit, 1/C No. 8	17140	LF	\$1.00	\$17,140.00	\$0.87	\$14,911.80		
107	Electric Cable in Conduit, 1/C No. 10	2400	LF	\$0.75	\$1,800.00	\$0.69	\$1,656.00		
108	3/C #10 UV and Weather Resistant Aerial Cable	500	LF	\$2.30	\$1,150.00	\$2.07	\$1,035.00		
109	Control Cabinet	1	EA	\$14,475.00	\$14,475.00	\$12,696.00	\$12,696.00		
110	Remove Existing Light Pole	22	EA	\$290.00	\$6,380.00	\$259.00	\$5,698.00		
111	Light Fixture, Type B	40	EA	\$1,285.00	\$51,400.00	\$1,150.00	\$46,000.00		
112	Light Fixture, Type C	4	EA	\$1,200.00	\$4,800.00	\$1,075.00	\$4,300.00		
113	Light Fixture, Type D	20	EA	\$390.00	\$7,800.00	\$350.00	\$7,000.00		
114	Water Service Connection, 1-1/4" (Corporation)	1	EA	\$490.00	\$490.00	\$450.00	\$450.00		
115	Water Service Connection, 2" (Corporation)	3	EA	\$570.00	\$1,710.00	\$500.00	\$1,500.00		
	TOTAL				\$1,546,000.00		\$1,596,125.35		