



MOLINE CITY COUNCIL AGENDA

Tuesday, February 26, 2013

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

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

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of February 19, 2013.

RESOLUTIONS

1. Council Bill/Resolution 1033-2013

A Resolution authorizing the Mayor and City Clerk to execute a contract with Valley Construction Company for Project No. 1176, 5th Avenue, 11th -14th Streets, in the amount of \$1,437,749.80.

EXPLANATION: Bids were opened and publicly read on February 12, 2013, with Valley Construction Company submitting the lowest responsible and responsive bid.

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: N/A

2. Council Bill/Resolution 1034-2013

A Resolution authorizing the Mayor and City Clerk to execute an 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.

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.

FISCAL IMPACT: Increased collections

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Resolution 1035-2013

A Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and Rock Island County for the sharing of hotel-motel tax revenue pursuant to an Agreement between the City of Moline and the Metropolitan Airport Authority of Rock Island County.

EXPLANATION: The City and the Metropolitan Airport Authority of Rock Island County have negotiated an agreement pursuant to their mutual interest of encouraging economic development around the Airport and south of the Airport property. That agreement includes provisions for the Airport’s voluntary annexation to the City of the parcel containing the current Hampton Inn hotel and the parcel on which a proposed Holiday Inn Express hotel is to be located (hereinafter collectively “the Properties”), the City’s extension of water service to the proposed hotel upon the Properties’ annexation, and a cost-sharing arrangement between the City and Rock Island County, via this separate Intergovernmental Agreement, for the hotel-motel tax revenues. To offset the loss of hotel-motel tax revenue to the County as a result of the Properties’ annexation, the City and County agree that the City shall compensate the County by dedicating an amount from its Tourism Fund equaling the 5% hotel-motel operator’s occupation tax to be assessed on the two parcels upon annexation; said amount shall be used solely to support the Niabi Zoo, which currently receives financial assistance from the County. During the term of this Agreement, if either of the Properties ceases operation as a hotel or motel, the City’s payment to the County shall be reduced proportionately to the reduction of the hotel-motel tax generated. In addition, if the County ceases its financial obligation to Niabi Zoo, the City’s payments shall be used solely for tourism-related expenditures.

FISCAL IMPACT: Increased property tax revenue from annexed properties offset by payment of the 5% hotel-motel tax operator’s occupation tax assessed upon the annexed properties

PUBLIC NOTICE/RECORDING: NA

4. Council Bill/Resolution 1036-2013

A Resolution authorizing the Department of Planning and Development to apply to the Illinois Housing Development Authority (“IHDA”) for a HOME Investment Partnership (“HOME”) grant in the amount of \$420,000.00 (two-year grant) for a Homebuyer Assistance Program in the City of Moline and authorizing staff to do all things necessary to prepare and submit said grant application.

EXPLANATION: The Homebuyer Assistance Program is part of the HOME Program, which is a federal housing “block grant” program for which Moline does not qualify as a direct formula grantee (“participating jurisdiction”).

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Public Notice Required

OMNIBUS VOTE

ITEMS NOT ON CONSENT

SECOND READING ORDINANCES

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

5. Council Bill/General Ordinance 3002-2013

An Ordinance amending Chapter 11, "FIRE PREVENTION AND PROTECTION" of the Moline Code of Ordinances, Section 11-2101, "ORDER OF RANKING," by repealing said section in its entirety and enacting in lieu thereof one new Section 11-2101, "ORDER OF RANKING," dealing with the same subject matter.

EXPLANATION: This amendment brings the Moline Code of Ordinances in line with the Fire and Police Commissioners Rules and Regulations and reflects the current rank structure in the Moline Fire Department. Additional documentation is attached.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet Publication

3002-2013		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

RESOLUTIONS

6. Council Bill/Resolution 1037-2013

A Resolution authorizing the Chief of Police to execute a Hold Harmless Agreement for the period March 1, 2013 through May 31, 2013, between the police department and Quad City Downs for use of the parking lot at 5005 Morton Drive, East Moline, Illinois to conduct emergency vehicle operation training.

EXPLANATION: The police department will be conducting emergency vehicle operation training drills between March 1, 2013 and May 31, 2013. For the past several years, the Quad City Downs has agreed to donate their parking lot for the training exercises, provided they are held harmless against any loss and liability that might occur as a result of the training. Police in-house staff will be administering the training exercises.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

1037-2013		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

FIRST READING ORDINANCES

7. Council Bill/Special Ordinance 4007-2013

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.

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.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Law Department to Record Quit Claim Deed

8. Council Bill/Special Ordinance 4008-2013

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 Agustin Martinez and Yesenia Martinez.

EXPLANATION: The City acquired the property at 307 16th Avenue as a result of abandoned building proceedings and through the use of Healthy Homes Lead Grant funds (Lead) and Community Housing Services (CHS) funds has, done some but not all, of the rehabilitation work on this property. In order to complete the rehabilitation work to bring the home up to minimum housing quality standards required by the Department of Housing and Urban Development and to access Home Buyer Assistance Program funds (Home Buyer), a purchaser must be obtained. Pursuant to the requirements of Lead, CHS, and Home Buyer (collectively “housing programs”), the purchaser of the property must meet certain income guidelines and have a child under the age of six (6) in the home for more than 150 hours a year. The City attempted to sell the property for almost a year on its own, and although several parties were interested, none of the potential purchasers met all the housing program requirements. City staff hired Patty Casas, a realtor with detailed knowledge of the housing program guidelines and requirements, to find a buyer for the subject property. Agustin Martinez and Yesenia Martinez meet all housing program requirements and have offered to purchase 307 16th Avenue for \$50,000.00. Staff recommends accepting this offer so this sale can close as soon as possible and result in the repair and restoration of a blighted property. This property was in arrears for property taxes in an amount in excess of \$1,569.04, but most of the delinquent property taxes have been deemed null and void by the County Treasurer, and the only property taxes that remain are the property taxes for 2011 owing in the amount of \$380.69; the 2012 property taxes payable in 2013 have been declared exempt. There will be rehabilitation and closing costs that cannot be covered by the housing program funds. Staff recommends paying the 2011 taxes due and owing and any amounts not covered by the housing program funds from the proceeds received from the sale of the property.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Law Department to Record Deed

9. Council Bill/Special Ordinance 4009-2013

A Special Ordinance authorizing the Mayor and City Clerk to execute an Agreement between the City of Moline and the Metropolitan Airport Authority of Rock Island County pursuant to the parties’ mutual interest of encouraging economic development around the Airport and south of the Airport property.

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, via intergovernmental agreement, for the hotel-motel tax revenues.

CONSIDERATION REQUESTED

FISCAL IMPACT: Increased property tax revenue from annexed properties offset by initial capital costs for extension of utilities

PUBLIC NOTICE/RECORDING: NA

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

Consideration		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

4009-2013		
Council Member	Aye	Nay
Raes		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Mayor Welvaert		

Council Bill/Resolution No.: 1033-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Valley Construction Company for Project No. 1176, 5th Avenue, 11th -14th Streets, in the amount of \$1,437,749.80.

WHEREAS, bids were publicly read on February 12, 2013; and

WHEREAS, bids were solicited with Valley Construction Company submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Valley Construction Company for Project No. 1176, 5th Avenue, 11th -14th Streets, in the amount of \$1,437,749.80; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 26, 2013

Date

Passed: February 26, 2013

Approved: March 05, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2013, between **VALLEY CONSTRUCTION COMPANY** of **3610 78 AVENUE WEST, ROCK ISLAND, ILLINOIS 61201**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE MILLION FOUR HUNDRED THIRTY SEVEN THOUSAND SEVEN HUNDRED FOURTY NINE AND 80/100 (1,437,749.80) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1176, 5TH AVENUE, 11TH – 14TH STREETS** as set out in the plans and specifications.

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

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

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

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4004-2012 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

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

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

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

THIRTY SEVEN THOUSAND SEVEN HUNDRED FOURTY NINE AND 80/100 (1,437,749.80)

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

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

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1034-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an 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.

WHEREAS, the Illinois Office of the Comptroller (the "IOC") and the City of Moline (the "City") share the common goal of collecting debts owed to its respective public bodies; and

WHEREAS, the IOC operates the Comptroller's Offset System (the "System") for the collection of debt owed to the State of Illinois by persons receiving payments from the State; and

WHEREAS, the Illinois General Assembly enacted amendments to the State Comptroller Act, 15 ILCS 405/10.05, pursuant to the adoption of Public Act 97-632, effective December 16, 2011, and said amendments permit municipalities to utilize the System to access the State's Local Debt Recovery Program for purposes of collecting both tax and non-tax debts owed to the municipalities; and

WHEREAS, to participate in the Local Debt Recovery Program, municipalities are required to enter into an intergovernmental agreement with the IOC; and

WHEREAS, the City wishes to enter into an Intergovernmental Agreement with the IOC for the purpose of accomplishing the above-stated goals.

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

That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement between the City of Moline and the Illinois Office of the Comptroller to provide the City access to the Comptroller's Local Debt Recovery Program; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor
February 26, 2013
Date

Passed: February 26, 2013
Approved: March 5, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE CITY OF MOLINE, ILLINOIS
REGARDING ACCESS TO THE COMPTROLLER’S LOCAL DEBT RECOVERY
PROGRAM**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter “IOC”) and the City of Moline, Illinois (hereinafter “the local unit”), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller’s Offset System (hereinafter, “the System”), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, “the Act”) [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State’s tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section

10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
 - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
 - (ii) the amount of the claim then due and payable to the local unit;
 - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
 - (iv) the time period to which the claim is attributable;
 - (v) the local entity to which the debt is owed;
 - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded to such a person;
 - (vii) a statement as to the outcome of any hearings or other

proceedings held to establish the debt, or a statement that no hearing was requested; and,

(viii) the date of final determination of the debt.

- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
- (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit must, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset (See Appendix A).
- (b) Only debts finally determined as currently due and payable to the local unit may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on forms provided by the Comptroller and shall contain a signature sample of the person(s) to whom the delegation is made.
- (e) For purposes of this Agreement, “chief officer of the local unit” means the Mayor pursuant to 65 ILCS 5/6-4-1.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the

ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

- B. Operational Requirements. Upon receiving a data file from the chief officer pursuant to the terms of this Agreement, IOC will perform a match with the local unit's debt file using a debtor's social security number, taxpayer identification number, name, address, or other unique identifier. The chief officer will receive a weekly file from IOC indicating the matches, at which time the local unit will update its debtor records. The chief officer will assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.
1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data.
 2. Fee. A fee shall be charged to the debtor in order to recover the cost to IOC for administrating the System. The fee shall be per payment transaction and shall be \$15, unless the payment is for an amount less than \$30, in which case the fee shall be equal to the amount offset. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
 3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III (B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.
 4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond.
 5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered

by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.

6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 309-524-2070.
7. Debt Priorities
 - (a) If a debtor has more than one local unit debt, the debt with the oldest date of delinquency shall be offset first.
 - (b) Any debt that is less than or equal to \$9.99 which is placed or remains on the System will not be offset and will not be paid to the local unit until such time as the balance owed to the local unit by the debtor exceeds \$9.99.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor if an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the

information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Ray Marchiori, Director – Department of Government and Community Affairs
2. Local Unit: Maureen E. Riggs, City Attorney

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel
Illinois Office of the Comptroller
325 West Adams
Springfield, Illinois 62704
Phone: 217/782-6000
Fax: 217/782-2112
E-mail: CampAJ@mail.ioc.state.il.us

Local Unit: Maureen E. Riggs, City Attorney
City of Moline
619 – 16th Street
Moline, IL 61265
Phone: 309-524-2010
Fax: 309-524-2020
E-mail: mriggs@moline.il.us

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the City of Moline, Illinois. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the City of Moline, Illinois, by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Judy Baar Topinka

Title: Comptroller

THE CITY OF MOLINE, ILLINOIS

By: _____

Date: _____

Name: Donald Welvaert

Title: Mayor

Appendix A



STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

Involuntary Withholding Tape/File Certification Form

Local Unit Name: _____

Tape #/File Type: _____

Record Count: _____

Dollar Amount: _____

Please mark the appropriate box:

Add Tape/File

- The debtor(s) has (have) been sent a notice that a claim has been established against said person thus giving the debtor the opportunity to appeal the determination of the existence and amount of the claim(s).
- No hearing(s) was (were) requested or a hearing(s) was (were) held and the result(s) was (were) that the claim(s) was (were) found to be valid in the amount(s) referenced in the attached record.
- The date(s) of the final determination of the debt(s) for each claim was prior to the date of submittal of the claim to IOC for Local Debt Recovery purposes.

Change Tape/File

- All change transactions contained on the enclosed tape/file meet the criteria for inclusion in the Local Debt Recovery Program.

Delete Tape/File

- All claims contained on the enclosed tape/file no longer meet the criteria for inclusion in the Local Debt Recovery Program, and should be removed from the Program.

I, _____, do hereby certify that all of the debts included on the tape/file are in compliance with the requirements of the State Comptroller Act [15 ILCS 405] and the Intergovernmental Agreement entered into between the above named local unit and the Illinois Office of the Comptroller. If I am submitting a facsimile or email signature, I hereby certify by so filing that the original signed document exists in my possession.

Authorized Signature: _____ **Date:** _____

Local Unit: _____ **Phone #:** _____

NON-DISCLOSURE AGREEMENT

It is understood and agreed to that the Illinois Office of the Comptroller (hereinafter referred to as “the Discloser”) and The City of Moline (hereinafter referred to as “the Recipient”) would like to exchange certain information that is considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by the Discloser under this Agreement (“Confidential Information”) can be described as and includes:

The executable package (titled “LDRP FDA.msi” and “Setup.exe”), any source code that may derive from the executable package, any help files or associated literature, and/or any other information obtained as a direct result of taking receipt of the executable package from the discloser.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of participating in the Local Debt Recovery Program.
3. Recipient shall limit disclosure of Confidential Information to within its own organization, and only to its directors, officers, and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior express written consent of the Discloser.
4. This Agreement imposes no obligation upon the Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; or (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, the Discloser.
5. The Discloser warrants that it has the right to make the disclosures under this Agreement.
6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
8. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.
9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect to the disclosure of this specific confidential information. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Illinois, U.S.A. In the event that there is a breach of this agreement, any and all disputes must be settled in a court of competent jurisdiction in the circuit court of Sangamon County, State of Illinois, U.S.A.
11. This Agreement is supplemental to, and does not in any way modify, amend, or replace, any Intergovernmental Agreement between the two parties pertaining to participation in the Local Debt Recovery Program. Furthermore, the End User License Agreement ("EULA") accompanying the installation of the above referenced executable package is in addition to, and will not replace, modify, or amend, this Agreement. Any inconsistencies between the EULA and this Agreement shall be reconciled and governed by the terms set forth in this Agreement.
12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and by affixing their signatures to this document, hereby voluntarily accept the duties and obligations set forth herein.

[Signature Page Follows]

RECIPIENT OF CONFIDENTIAL INFORMATION – THE CITY OF MOLINE

Name: Donald Welvaert

Title: Mayor

Signature: _____

Date: _____

DISCLOSER – ILLINOIS OFFICE OF THE COMPTROLLER

Name: Judy Baar Topinka

Title: Comptroller

Signature: _____

Date: _____

Council Bill/Resolution No. 1035-2013
Sponsored _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and Rock Island County for the sharing of hotel-motel tax revenue pursuant to an Agreement between the City of Moline and the Metropolitan Airport Authority of Rock Island County.

WHEREAS, the City of Moline and the Metropolitan Airport Authority of Rock Island County have negotiated an agreement pursuant to their mutual interest of encouraging economic development around the Airport and south of the Airport property; and

WHEREAS, said agreement includes provisions for the Airport's voluntary annexation to the City of the parcel containing the current Hampton Inn hotel and the parcel on which a proposed Holiday Inn Express hotel is to be located (hereinafter collectively "the Properties"), the City's extension of water service to the proposed hotel upon the Properties' annexation, and a cost-sharing arrangement between the City and Rock Island County, via this separate Intergovernmental Agreement, for the hotel-motel tax revenues; and

WHEREAS, to offset the loss of hotel-motel tax revenue to the County as a result of the Properties' annexation, the City and County agree that the City shall compensate the County by dedicating an amount from its Tourism Fund equaling the 5% hotel-motel operator's occupation tax to be assessed on the two parcels by the City upon annexation; said amount shall be used solely to support the Niabi Zoo, which currently receives financial assistance from the County; and

WHEREAS, the term of this Intergovernmental Agreement is for twenty years with an option to extend upon written consent by the parties; and

WHEREAS, during that term, if either of the Properties ceases operation as a hotel or motel, the City's payment to the County shall be reduced proportionately to the reduction of the hotel-motel tax generated; and

WHEREAS, during that term, if the County ceases its financial obligation to Niabi Zoo, the City's payments shall be used solely for tourism-related expenditures.

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

That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement between the City of Moline and Rock Island County for the sharing of hotel-motel tax revenue pursuant to an Agreement between the City of Moline and the Metropolitan Airport Authority of Rock Island County; provided, however, that that said Agreement is in substantially

similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 26, 2013

Date

Passed: February 26, 2013

Approved: March 5, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

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

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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.

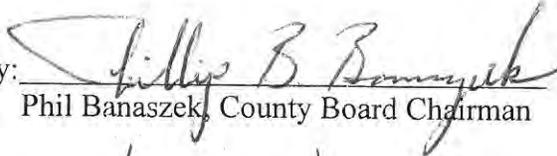
14. This Agreement shall become effective upon the date of execution by both parties. The City and County acknowledge that this Agreement is part of a broader, separate agreement with the Airport, and failure of the City and the Airport to reach an agreement about these two Properties and other Airport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

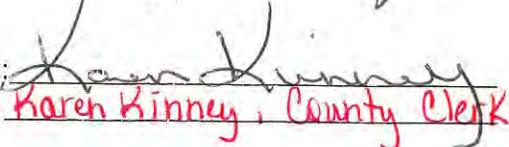
**CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation**

**ROCK ISLAND COUNTY, ILLINOIS
a body politic and corporate**

By: _____
Donald P. Welvaert, Mayor

By: 
Phil Banaszek, County Board Chairman

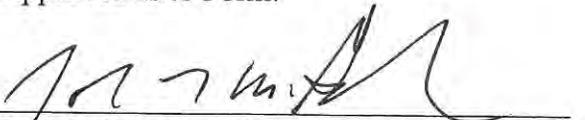
Attest: _____
Tracy A. Koranda, City Clerk

Attest: 
Karen Kinney, County Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

Approved as to Form:


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

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Sponsor: _____

A RESOLUTION

SUPPORTING a grant application to apply to the Illinois Housing Development Authority (“IHDA”) for a HOME Investment Partnership (“HOME”) grant in the amount of \$420,000.00 (two-year grant) for a Homebuyer Assistance Program in the City of Moline; and

AUTHORIZING staff to do all things necessary to prepare and submit said grant application.

WHEREAS, as demonstrated by a waiting list of 24 individuals who are seeking assistance to buy a home and the continued demand for homeownership in the City of Moline, there is a continued need for additional resources to assist low income families in becoming homeowners in Moline; and

WHEREAS, the Homebuyer Program is part of the HOME Program, which is a federal housing “block grant” program for which Moline does not qualify as a direct formula grantee (“participating jurisdiction”); and

WHEREAS, the Planning Department will manage and operate the Homebuyer Assistance Program under the HOME program guidelines as referenced in Chapter 24, Code of Federal Regulations, Part 92, “Home Investment Partnership Program.”

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

That a grant application be prepared and submitted to IHDA for a HOME grant in the amount of \$420,000.00 (two-year grant) for a Homebuyer Assistance Program in the City of Moline, and that staff do all things necessary to prepare and submit said grant application on behalf of the City of Moline.

CITY OF MOLINE

Mayor

February 26, 2013

Date

Passed: February 26, 2013

Approved: March 5, 2013

Attest: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

AN ORDINANCE

AMENDING Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, Section 11-2101, "ORDER OF RANKING," by repealing said section in its entirety and enacting in lieu thereof one new Section 11-2101, "ORDER OF RANKING," dealing with the same subject matter.

WHEREAS, the Board of Fire and Police Commissioners (Board) has approved amended Chapter VIII (Order of Rank, Classification and Oath of Office) in its Rules and Regulations to reflect the current rank structure of the Moline Fire Department;

WHEREAS, the current ordinance should be amended to reflect the current rank structure of the Moline Fire Department, as well as to correspond to the Board's Rules and Regulations.

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

Section 1 - That Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, Section 11-2101, "ORDER OF RANKING," is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 11-2101, "ORDER OF RANKING," dealing with the same subject matter, which shall read as follows:

"SEC. 11-2101. ORDER OF RANKING.

The order of ranking of the members of the fire department shall be as follows:

1. Fire chief;
2. Deputy fire chief or battalion chief;
3. Captain;
4. Lieutenant;
5. Fire engineer;
6. Firefighter/Paramedic.

Fire inspectors and training officers will hold the temporary rank of captain and will have the equivalent authority."

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1037-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Chief of Police to execute a Hold Harmless Agreement for the period of March 1, 2013 through May 31, 2013, between the police department and Quad City Downs for use of the parking lot at 5005 Morton Drive, East Moline, Illinois to conduct emergency vehicle operation training.

WHEREAS, the police department will occasionally request the use of real property and buildings for the purpose of conducting training exercises; and

WHEREAS, the use of the parking lot at 5005 Morton Drive, East Moline, Illinois is needed to conduct emergency vehicle operation training drills during the period of March 1, 2013 through May 31, 2013; and

WHEREAS, the owner of the property, Quad City Downs, requires that it be held harmless from any losses and liability that might occur during training.

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

That the Chief of Police is hereby authorized to execute a Hold Harmless Agreement for the period of March 1, 2013 through May 31, 2013, between the police department and Quad City Downs for use of the parking lot at 5005 Morton Drive, East Moline, Illinois to conduct emergency vehicle operation training, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and by this reference incorporated herein, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 26, 2013

Date

Passed: _____
February 26, 2013

Approved: _____
March 5, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

HOLD HARMLESS AGREEMENT

This Agreement is entered for the period March 1, 2013 through May 31, 2013 between the Moline Police Department and Quad City Downs.

WHEREAS, Quad City Downs is the owner of the Quad City Downs racetrack and parking facilities located at 5005 Morton Drive, East Moline, Illinois and has agreed to permit the Moline Police Department to use its parking facilities at the above location to host and operate emergency vehicle operation training drills.

WHEREAS, the Moline Police Department wishes to indemnify and hold Quad City Downs harmless from any liability claims which may arise as a result of the operation of these drills.

It is therefore agreed by the parties as follows:

1. Quad City Downs will permit the Police Department to use its parking lot at the location of 5005 Morton Drive to host and operate constructive drills during the period of March 1, 2013 through May 31, 2013 under the direction of its manager of the Quad City Downs.
2. The Police Department agrees to be responsible for any damages which might be caused to the Quad City Downs' facilities by reason of the operation of drills.
3. The Police Department further agrees to hold the Quad City Downs harmless and to indemnify Quad City Downs from any and all liability for injury suffered to persons or property by any part which may arise as a result of the operation and conduct of drills as agreed to herein. The Police Department further agrees to pay for any and all legal fees and expenses incurred and/or use the Police Department's legal staff, at the Police Department's discretion, to defend Quad City Downs in the event any claim of liability is brought against Quad City Downs.
4. This Agreement shall be binding upon the parties, their successors and assigns.

Quad City Downs

Moline Police Department

By _____

By _____

Council Bill/Special Ordinance No.: 4007-2013

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 1852 16th Street, Moline, 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.

WHEREAS, the City acquired the property at 1852 16th Street as a result of abandoned building proceedings, and contractors have expressed interest in rehabilitating and purchasing this property; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, Calderon intends to relocate its business offices and storage to this property; and

WHEREAS, 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; and

WHEREAS, 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.

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

Section 1 – That the property located at 1852 16th Street, Moline, is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 1852 16th Street, Moline, Illinois, with Armando G. Calderon, and do all things necessary to convey said property to Armando G. Calderon, in return for payment of \$27,050.00, plus a right of reverter requiring Calderon to complete interior and exterior renovations of 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 in no event shall the completion date be extended beyond June 5, 2014, or the property would revert to the City; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

Section 3 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

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: _____

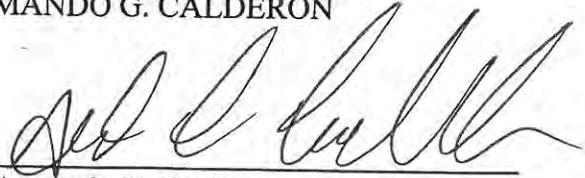
ATTEST:

By: _____
Tracy A. Koranda, City Clerk

Date: _____

Executed by PURCHASER:

ARMANDO G. CALDERON

By: 
Armando G. Calderon

Date: 2-19-2013

FOR INFORMATION ONLY:

Seller's Attorney:

Amy L. Keys

(309) 524-2012

Council Bill/Special Ordinance No.: 4008-2013

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 307 16th Avenue, Moline, 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 Agustin Martinez and Yesenia Martinez.

WHEREAS, the City acquired the property at 307 16th Avenue as a result of abandoned building proceedings and through the use of Healthy Homes Lead Grant funds (Lead) and Community Housing Services (CHS) funds, has done some but not all, of the rehabilitation work on this property; and

WHEREAS, in order to complete the rehabilitation work to bring the home up to minimum housing quality standards required by the Department of Housing and Urban Development and to access Home Buyer Assistance Program funds (Home Buyer), a purchaser must be obtained; and

WHEREAS, pursuant to the requirements of Lead, CHS, and Home Buyer (collectively "housing programs"), the purchaser of the property must meet certain income guidelines and have a child under the age of six (6) in the home for more than 150 hours a year; and

WHEREAS, the City attempted to sell the property for almost a year on its own, and although several parties were interested, none of the potential purchasers met all the housing program requirements; and

WHEREAS, City staff hired Patty Casas, a realtor with detailed knowledge of the housing program guidelines and requirements, to find a buyer for the subject property; and

WHEREAS, Agustin Martinez and Yesenia Martinez meet all housing program requirements and have offered to purchase 307 16th Avenue for \$50,000.00; and

WHEREAS, Staff recommends accepting this offer so this sale can close as soon as possible and result in the repair and restoration of a blighted property; and

WHEREAS, this property was in arrears for property taxes in an amount in excess of \$1,569.04, but most of the delinquent property taxes have been deemed null and void by the County Treasurer, and the only property taxes that remain are the property taxes for 2011 owing in the amount of \$380.69; the 2012 property taxes payable in 2013 have been declared exempt; and

WHEREAS, there will be rehabilitation and closing costs that cannot be covered by the housing program funds; and

WHEREAS, Staff recommends paying the 2011 taxes due and owing and any amounts not covered by the housing program funds from the proceeds received from the sale of the property.

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

Section 1 – That the property located at 307 16th Avenue, Moline, is declared as surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 307 16th Avenue, Moline, Illinois, with Agustin Martinez and Yesenia Martinez, and do all things necessary to convey said property to them, in return for payment of \$50,000.00; provided, however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and has been approved as to form by the City Attorney.

Section 3 – That this ordinance shall be a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney



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 [x] 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 / YM Buyer's
Initial(s)

_____/_____
Initial(s) Seller'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 (i.e. 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	<u>buyer</u>	<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	<u>city inspec.</u>
<input type="checkbox"/> Mold	_____	<input type="checkbox"/> Sewer Line	_____		
<input type="checkbox"/> Plumbing	_____				

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

once completed

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 / MA 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.

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

21. **General Provisions.**

- (a) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing.
- (b) Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

22. **Other Provisions.** All other provisions, if any, shall be by addendum/rider in this Agreement. Addendum/riders attached:

Radon rider

23. **Acceptance.** When accepted, this Agreement shall become a binding Contract for the sale and purchase of the above described property. If this Agreement is not accepted by the Seller on or before presentation, it shall become null and void and the Earnest Money shall be refunded to Buyer without liability on the part of said agent to either party.

This is a legally binding Contract. If not understood, consult with legal counsel of your choice. Receipt of a copy of this Agreement is acknowledged by the parties hereto. This Agreement has been read and executed on the dates beside all signatures.

SELLER HEREBY

- Accepts
- Rejects
- Counters - in the event of counters all parties agree to initial and date all changes to the contract and/or to execute and attach Addendums/Riders/Amendments to this purchase agreement.

Date of Final Acceptance by all parties _____, 20____
Agent representing the party executing final acceptance shall provide the date upon which the parties agreed to all terms.

Agustin Martinez 2-7-13
Buyer Date

Agustin Martinez
Buyer Printed Name

Yesenia Martinez 2-7-13
Buyer Date

Yesenia Martinez
Buyer Printed Name

1315 19th Street
Buyer Address

East Moline, IL 61244
Buyer City, State, Zip

Seller Date

City of Moline
Seller Printed Name

Seller Date

Seller Printed Name

Seller Address

Seller City, State, Zip



**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 Mel 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 18th Ave HB Unit: Unit 01

Location: Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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					
1480	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	_____	_____
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 premiun acrylic latex. NOT A LEAD SPECIFICATION. FRONT PORCHL	240.00	SF	_____	_____
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 an entrance/exit have an exterior light. If garage is	1.00	AL		

Address: 307 16th Ave HB Unit: Unit D1

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 Molne 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 \$760 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
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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	_____	_____
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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. PRIME .TO BASEMENT.	1.00	EA	_____	_____
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Custom	BASE BOARD INSTALL 1X6 BASEBOARD PERIMETER OF KITCHEN. PRIME.	30.00	LF	_____	_____
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Custom	INSTALL CABINETS INSTALL CABINETS AND COUNTER TOP PER ATTACHED DIAGRAM. INCLUDE \$1520 IN BID FOR MATERIAL ALLOWANCE.	1.00	AL	_____	_____
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Address: 307 16th Ave HB Unit: Unit 03

Location: 3 Kitchen Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

Custom	SWEAT EQUITY NEW OWNER RESPONSIBLE FOR ALL PRIMING AND PAINTING.	1.00	AL	_____	_____
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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	_____	_____
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Location Total: _____

Location: 4 Bath Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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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	_____	_____
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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 bathroom lockset. Prime only.	1.00	EA	_____	_____
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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
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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		
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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		
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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		
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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	_____	_____
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Trade: 17	Drywall & Plaster				
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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	_____	_____
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Trade: 19	Paint & Wallpaper				
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6465	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 alkyd primer. PREP FOR PAINT.	1.00	RM	_____	_____
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Custom	SWEAT EQUITY ALL PRIMING, PAINTING AND FLOOR WORK ARE THE RESPONSIBILITY OF THE NEW OWNERS.	1.00	AL	_____	_____
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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	_____	_____
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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	_____	_____
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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	_____	_____
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Trade: 19 **Paint & Wallpaper**

Custom	SWEAT EQUITY ALL PRIMING AND PAINTING IS THE RESPONSIBILITY OF THE NEW OWNERS.	1.00	AL	_____	_____
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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 stockcolor 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	_____	_____
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Location Total: _____

Location: 11 - Attic Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

Location Total: _____

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

6	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	_____	_____

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: _____

Council Bill/Special Ordinance No. 4009-2013

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Agreement between the City of Moline and the Metropolitan Airport Authority of Rock Island County pursuant to the parties' mutual interest of encouraging economic development around the Airport and south of the Airport property.

WHEREAS, the City of Moline and the Metropolitan Airport Authority of Rock Island County ("Airport") have had in effect various agreements and understandings pertaining to development, utilities and annexation over the past fifteen years; and

WHEREAS, included in said agreements and understandings 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; and

WHEREAS, in consideration for the agreed upon annexation of said Airport property, the annexation agreement provided that the City would never forcibly or involuntarily annex the Airport or any portion thereof; said consideration is in variance of a City ordinance that requires voluntary annexation into the City for water service connection to a property if the property is or becomes contiguous to the City; and

WHEREAS, 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; and

WHEREAS, the City and the Airport therefore wish to approve this Agreement pursuant to the promises, mutual covenants and agreements contained therein.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Moline and the Metropolitan Airport Authority of Rock Island County pursuant to the parties' mutual interest of encouraging economic development around the Airport and south of the Airport property; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

Sponsor: _____

Page 2 of 2

Section 2 – That this ordinance is an exercise of the City’s home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution and shall therefore take precedence over any conflicting State Statutes or rules.

Section 3 – That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith, but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

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 19 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: James C. Jannes
James C. Jannes, Board Chairman

Attest: _____
Tracy A. Koranda, City Clerk

Attest: Bruce Carter
Bruce Carter, AAE, Director of Aviation

Approved as to Form:

Approved as to Form:
Roger Strandlund
Roger Strandlund, Attorney for the Authority

Maureen E. Riggs, City Attorney

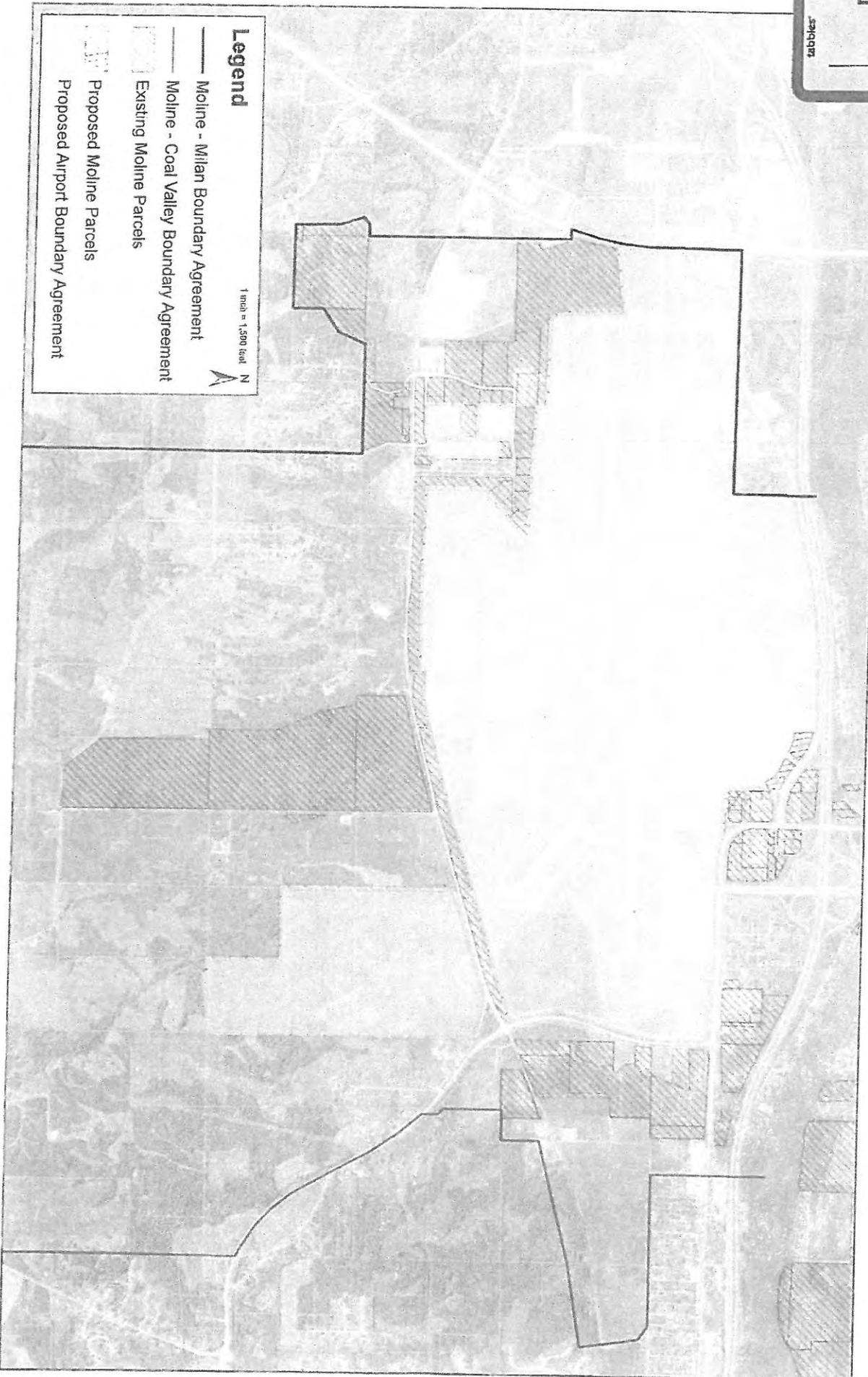


EXHIBIT A
LEGAL DESCRIPTION

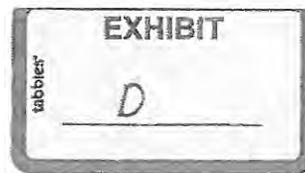
Part of Outlot 3, 4, 5, 8 and part of the vacated Right-of-Way between Outlot 5 and 8 in Valley View Place, an addition in the Northwest Quarter of Section 21, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, Illinois.

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.



Proposed Moline Airport Boundary Agreement



92-08404

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.

X 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: 
Chairman, Board of Commissioners

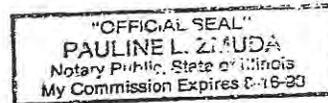
ATTEST:



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

LB

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 16th Street
Moline, IL 61265

WITH A COPY TO: City Attorney
619 16th 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 15th 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

By: _____
Donald P. Welvaert, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

ROCK ISLAND COUNTY, ILLINOIS
a body politic and corporate

By: _____
Phil Banaszek, County Board Chairman

Attest: _____
Karen Kinney, County Clerk

Approved as to Form:

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

10

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.

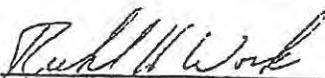
(c) That in the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the Memorandum of Understanding and to reenter and repossess said land and facilities thereon, and hold the same as if said Memorandum of Understanding had never been made 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.

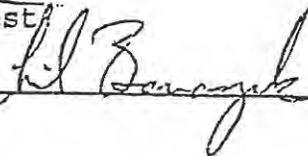
IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding the day, month and year first above written.

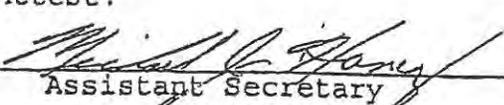
CITY OF MOLINE, ILLINOIS

BY: 

METROPOLITAN AIRPORT AUTHORITY
OF ROCK ISLAND COUNTY, ILLINOIS

BY: 
Vice Chairman
Board of Commissioners

Attest: 

Attest: 
Assistant Secretary

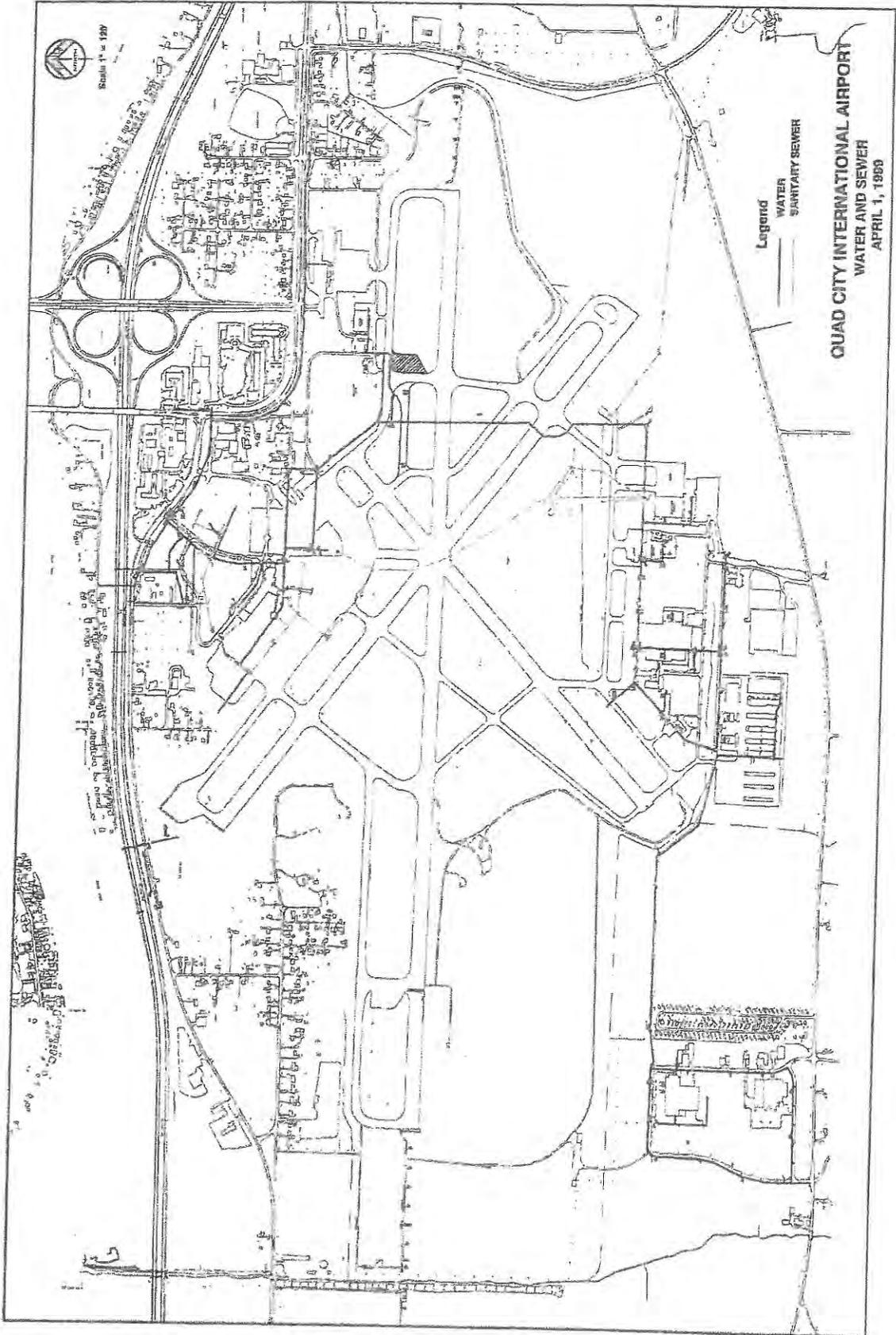
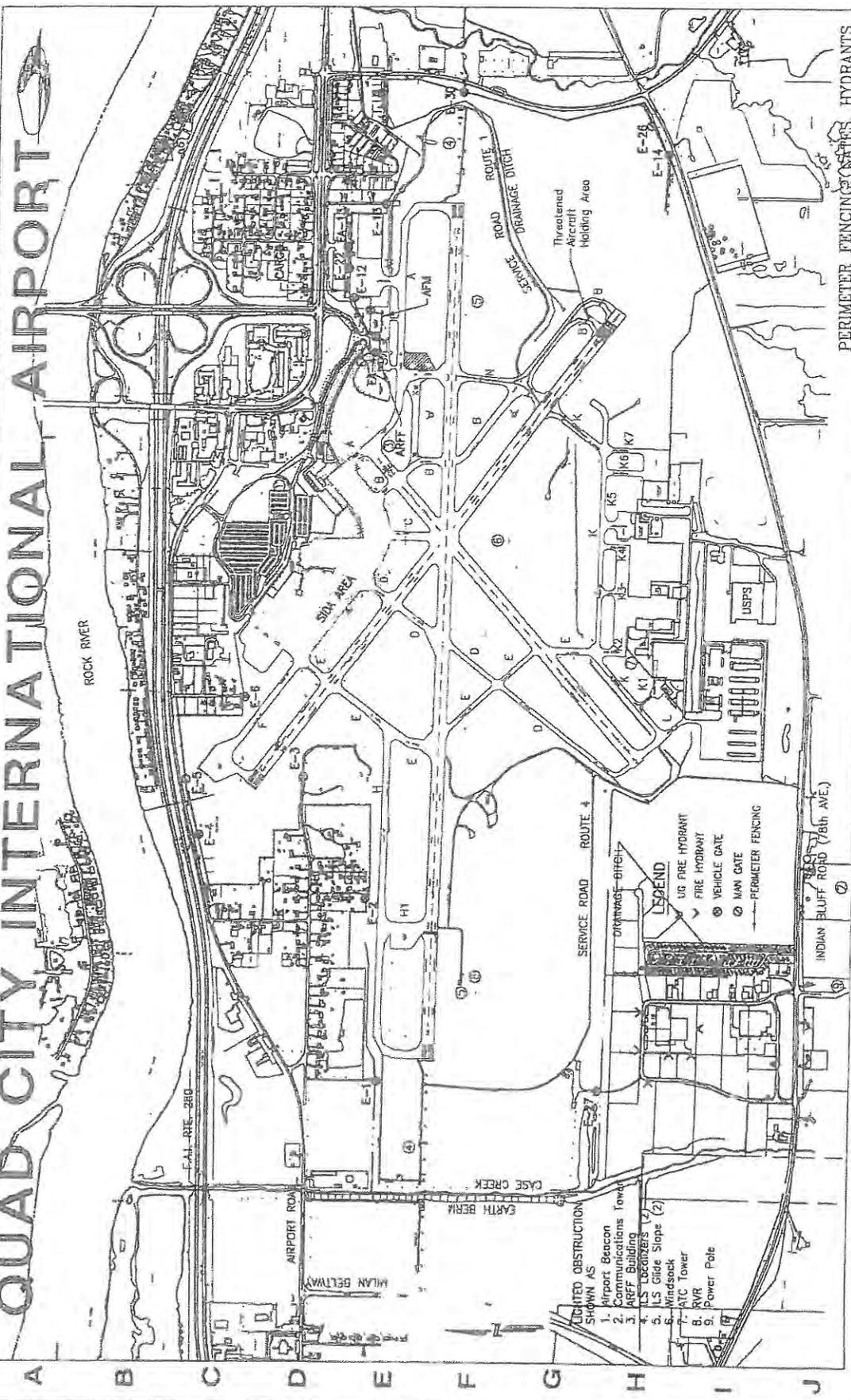


EXHIBIT A

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

QUAD CITY INTERNATIONAL AIRPORT



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

LEGEND

- US FIRE HYDRANT
- FIRE HYDRANT
- VEHICLE GATE
- MAN GATE
- PERIMETER FENCING

PERIMETER FENCING, GATES, HYDRANTS

SHEET 1 OF 3, DATE 02-9-99

EX 11-18 17 B

C:\AIRPORT\BASEMAPS\FENC_HYD.DWG

Return to:

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



2004-20625

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

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.

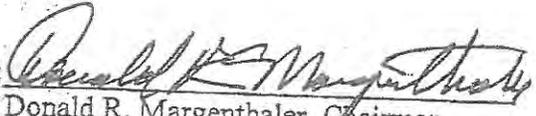
(i) Within twenty (20) days after request by the Airport from time to time, the City shall deliver to the Airport, addressed to such parties as Airport may specify, an estoppel letter stating that this Agreement is in full force and effect and there are no outstanding known violations of the provisions 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.

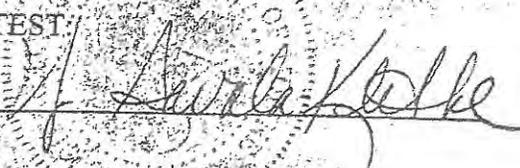
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

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.

PETITION FOR CONDITIONAL ANNEXATION OF
CERTAIN TERRITORY TO THE
CITY OF MOLINE, ILLINOIS

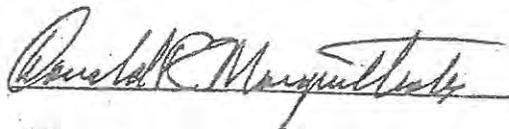
TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
MOLINE, ILLINOIS

The undersigned petitioners respectfully show:

1. Petitioner is all of the owner of record of all the land within the following described territory and there are no Electors (registered voter) residing thereon. Said territory is described as follows: See Attached Exhibit "A".
2. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline, Illinois.
3. Your petitioner requests that said described territory be included within the M-1 zoning district upon its annexation. This petition is expressly made subject to, and is conditioned upon, amendment by the City Council, immediately following the annexation of the described territory, of the City's zoning ordinance, so as to zone or classify the subject property north of Old Indian Bluff Road in the M-2 district and to zone or classify the subject property south of Old Indian Bluff Road in the B-3 district. If said territory will not be included within the M-2 and B-3 zoning districts, then this petition shall be null and void.

LAND OWNER:

Metropolitan Airport Authority of Rock Island County, Illinois
Quad City International Airport
By Donald R. Margenthaler, Chairman

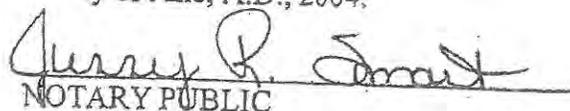


4. Your petitioner hereby requests waiver of the non-refundable \$100.00 fee as provided for by the Zoning Ordinance for the required public hearing before the Plan Commission to consider such request and make a recommendation to the City Council as to whether said territory should be included within the zoning district requested.

STATE OF ILLINOIS)
) SS
COUNTY OF ROCK ISLAND)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Donald R. Margenthaler, personally known to me and be the same person whose name he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of June, A.D., 2004.


NOTARY PUBLIC

ris/maa/doc/0386/d

Exhibit "C"
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