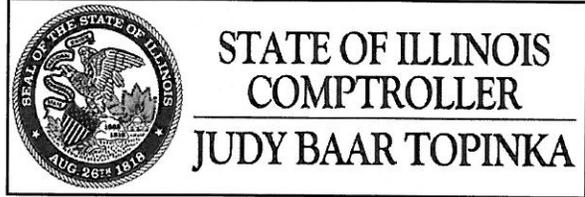


**FY 2011  
ANNUAL TAX INCREMENT FINANCE  
REPORT**



Name of Municipality: Moline Reporting Fiscal Year: **2011**  
 County: Rock Island Fiscal Year End: **12/31/2011**  
 Unit Code: 081-050-30

**TIF Administrator Contact Information**

First Name: Patrick Last Name: Burke  
 Address: 619 16th Street Title: Economic Development Manager  
 Telephone: 309-524-2034 City: Moline Zip: 61265  
 E-Mail: pburke@moline.il.us

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of Moline is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

Patrick Burke 6/19/12  
 Written signature of TIF Administrator Date

**Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)\*)**

**FILL OUT ONE FOR EACH TIF DISTRICT**

Name of Redevelopment Project Area	Date Designated	Date Terminated
TIF #1 Downtown	12/16/1986	
TIF #2 One Moline Place	10/27/1998	
TIF #3 Old Moline High School	4/13/2004	
TIF #4 Autumn Trails	9/27/2005	
TIF #5 KONE Centre	2/10/2009	
TIF #6 Moline Place Phase II & III	2/9/2010	
TIF #7 Moline Business Park	6/21/2011	

\*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]**

<b>Name of Redevelopment Project Area:</b>	Downtown
<b>Primary Use of Redevelopment Project Area*:</b>	Combination/Mixed
<b>If "Combination/Mixed" List Component Types:</b>	CBD/Industrial/Residential
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b>	
<b>Tax Increment Allocation Redevelopment Act</b> <input checked="" type="checkbox"/>	<b>Industrial Jobs Recovery Law</b> _____

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment labeled Attachment A</b>	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification labeled Attachment B</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion labeled Attachment C</b>		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement labeled Attachment D</b>		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) labeled Attachment E</b>		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] <b>If yes, please enclose the Additional Information labeled Attachment F</b>	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G</b>	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report labeled Attachment H</b>		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose the Official Statement labeled Attachment I</b>	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If yes, please enclose the Analysis labeled Attachment J</b>	X	
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K</b>		X
Cumulatively, have deposits of incremental revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L</b>		X
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose list only of the intergovernmental agreements labeled Attachment M</b>		X

\* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

**SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))  
Provide an analysis of the special tax allocation fund.**

Reporting Year	Cumulative
----------------	------------

Fund Balance at Beginning of Reporting Period \$ (6,630,469)

**Revenue/Cash Receipts Deposited in Fund During Reporting FY:**

				% of Total
Property Tax Increment	\$ 2,737,467	\$ 29,117,882		40%
State Sales Tax Increment	\$ 331,179	\$ 3,947,174		5%
Local Sales Tax Increment	\$ 128,484	\$ 2,835,773		4%
State Utility Tax Increment				0%
Local Utility Tax Increment				0%
Interest	\$ 51,011	\$ 519,012		1%
Land/Building Sale Proceeds		\$ 91,667		0%
Bond Proceeds		\$ 30,780,000		43%
Transfers from Municipal Sources	\$ 75,000	\$ 3,678,469		5%
Private Sources	\$ 8,697	\$ 485,087		1%
Other (Identify source __Federal Grant and Rental Income __; if multiple other sources, attach schedule)	\$ 269,887	\$ 866,701		1%

**Total Amount Deposited in Special Tax Allocation**

Fund During Reporting Period \$ 3,601,726

\$ 72,321,765 100%

**Cumulative Total Revenues/Cash Receipts**

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 4,990,766

Distribution of Surplus \$

Total Expenditures/Disbursements \$ 4,990,766

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS \$ (1,389,041)

FUND BALANCE, END OF REPORTING PERIOD \$ (8,019,510)

- if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3













**SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))**  
**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period**  
**(65 ILCS 5/11-74.4-5 (d) (5) (D) and 65 ILCS 5/11-74.6-22 (d) (5) (D))**

**FUND BALANCE, END OF REPORTING PERIOD** \$ (8,019,510)

	Amount of Original Issuance	Amount Designated
<b>1. Description of Debt Obligations</b>		
General Obligation Bonds Series 2002B	\$ 3,240,000	\$ 1,460,800
General Obligation Bonds Series 2002C	\$ 5,000,000	\$ 3,824,050
General Obligation Bonds Series 2003A	\$ 1,800,000	\$ 2,406,850
General Obligation Bonds Series 2003B	\$ 7,875,000	\$ 9,346,384

**Total Amount Designated for Obligations** \$ 17,915,000 \$ 17,038,084

<b>2. Description of Project Costs to be Paid</b>		
more for part 1		\$ 9,370,479
General Obligation Bond Series 2004B/C	\$8,990,000	

**Total Amount Designated for Project Costs** \$ 9,370,479

**TOTAL AMOUNT DESIGNATED** \$ 26,408,563

**SURPLUS\*/(DEFICIT)** \$ (34,428,073)

\* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing districts (See instructions and statutes)

**SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X  No property was acquired by the Municipality Within the Redevelopment Project Area

**Property Acquired by the Municipality Within the Redevelopment Project Area**

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

**SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)**  
 Please include a brief description of each project.

\_\_\_\_\_ **No Projects Were Undertaken by the Municipality Within the Redevelopment Project Area**

11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Estimated Cost of the Total Project
-----------------	---	-------------------------------------

<b>TOTAL:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 1:</b>			
Heart of America			
Private Investment Undertaken (See Instructions)	\$4,577,500	\$-	\$4,577,500
Public Investment Undertaken	\$391,000	\$809,000	\$1,200,000
Ratio of Private/Public Investment	11 29/41	0	3 22/27

<b>Project 2:</b>			
Watermark Corners			
Private Investment Undertaken (See Instructions)	\$1,400,000	\$-	\$1,400,000
Public Investment Undertaken	\$56,965	\$153,035	\$210,000
Ratio of Private/Public Investment	24 49/85	6 2/3	

<b>Project 3:</b>			
Caxton Block			
Private Investment Undertaken (See Instructions)	\$5,500,000	\$-	\$5,500,000
Public Investment Undertaken	\$84,332	\$740,668	\$825,000
Ratio of Private/Public Investment	65 19/87	0 6 2/3	

**Project 4:**

Red Cross Headquarters				
Private Investment Undertaken (See Instructions)		\$2,300,000	\$-	\$2,300,000
Public Investment Undertaken			\$-	\$0
Ratio of Private/Public Investment		0	0	0

<b>Project 5:</b>				
Quad City Rowing Association				
Private Investment Undertaken (See Instructions)		\$750,000	\$-	\$750,000
Public Investment Undertaken			\$-	
Ratio of Private/Public Investment		0	0	0

<b>Project 6:</b>				
John Deere Collectors Center				
Private Investment Undertaken (See Instructions)		\$5,000,000	\$-	\$5,000,000
Public Investment Undertaken				\$750,000
Ratio of Private/Public Investment		0	0	6 2/3

<b>Project 7:</b>				
Moline Centre Master Plan Update				
Private Investment Undertaken (See Instructions)		\$35,000	\$-	\$35,000
Public Investment Undertaken		\$35,000	\$-	\$35,000
Ratio of Private/Public Investment		1	0	1

<b>Project 8:</b>				
Heritage Place				
Private Investment Undertaken (See Instructions)		\$13,000,000	\$-	\$13,000,000
Public Investment Undertaken		\$2,009,483		\$1,090,517
Ratio of Private/Public Investment		6 23/49	0	4 6/31

<b>Project 9:</b>				
Mixed Use (John Deere Commons)				
Private Investment Undertaken (See Instructions)		\$15,000,000	\$-	\$15,000,000
Public Investment Undertaken		\$661,173	\$-	\$2,000,000
Ratio of Private/Public Investment		22 68/99	0	7 1/2

<b>Project 10:</b>	
Fifth Avenue Building	
Private Investment Undertaken (See Instructions)	\$1,500,000
Public Investment Undertaken	\$5,000,000
Ratio of Private/Public Investment	\$970,500
	0
	6 30/43

<b>Project 11:</b>	
Heritage Woods	
Private Investment Undertaken (See Instructions)	\$100,000
Public Investment Undertaken	\$11,900,000
Ratio of Private/Public Investment	\$-
	0
	\$12,000,000

<b>Project 12:</b>	
Fifteenth Street Streetscaping	
Private Investment Undertaken (See Instructions)	\$-
Public Investment Undertaken	\$763,000
Ratio of Private/Public Investment	\$-
	0
	\$763,000

<b>Project 13:</b>	
Bass Street Landing	
Private Investment Undertaken (See Instructions)	\$-
Public Investment Undertaken	\$3,500,000
Ratio of Private/Public Investment	\$-
	0
	\$1,750,000
	\$5,250,000

<b>Project 14:</b>	
LeClaire Hotel	
Private Investment Undertaken (See Instructions)	\$9,500,000
Public Investment Undertaken	\$-
Ratio of Private/Public Investment	1000000 (loan)
	0
	\$-
	\$9,500,000

<b>Project 15:</b>	
Riverfront Mixed Use (less John Deere projects)	
Private Investment Undertaken (See Instructions)	\$9,000,000
	\$-
	\$9,000,000

Public Investment Undertaken
Ratio of Private/Public Investment

9/25 \$25,000,000 \$-

0 9/25 \$25,000,000

<b>Project 16:</b>
Three Kings of Moline
Private Investment Undertaken (See Instructions)
Public Investment Undertaken
Ratio of Private/Public Investment

5 2/3 \$510,000 \$-  
\$90,000 \$-

0 5 2/3 \$510,000  
\$90,000

<b>Project 17:</b>
Reliance Building
Private Investment Undertaken (See Instructions)
Public Investment Undertaken
Ratio of Private/Public Investment

5 2/3 \$935,000 \$-  
\$165,000 \$-

0 5 2/3 \$935,000  
\$165,000

<b>Project 18:</b>
Amendment to Bass Street Landing
Private Investment Undertaken (See Instructions)
Public Investment Undertaken
Ratio of Private/Public Investment

\$8,251,800 \$-  
\$1,996,000 \$-  
4 11/82

0 \$8,251,800  
\$1,996,000  
4 11/82

<b>Project 19:</b>
Stoney Creek Inn
Private Investment Undertaken (See Instructions)
Public Investment Undertaken
Ratio of Private/Public Investment

\$6,200,000 \$-  
\$3,800,000 \$-  
1 12/19

0 \$6,200,000  
\$3,800,000  
1 12/19

<b>Project 20:</b>
Uniform Den
Private Investment Undertaken (See Instructions)
Public Investment Undertaken
Ratio of Private/Public Investment

\$360,000  
\$90,000  
4

\$360,000  
\$90,000  
4

<b>Project 21:</b>
GemVision
Private Investment Undertaken (See Instructions)
Public Investment Undertaken
Ratio of Private/Public Investment

\$5,968,610  
 \$895,291  
 6 2/3

<b>Project 22:</b>
Gateway Lofts
Private Investment Undertaken (See Instructions)
Public Investment Undertaken
Ratio of Private/Public Investment

\$1,800,000  
 \$183,064  
 1/10  
 \$1,800,000  
 \$183,064  
 1/10

<b>Project 23:</b>
West Gateway
Private Investment Undertaken (See Instructions)
Public Investment Undertaken
Ratio of Private/Public Investment

\$2,500,000  
 \$314,300  
 1/8

<b>Project 24:</b>
Enterprise Lofts
Private Investment Undertaken (See Instructions)
Public Investment Undertaken
Ratio of Private/Public Investment

\$12,000,000  
 \$200,000  
 60/1  
 \$12,000,000  
 \$200,000  
 60/1

<b>Project 25:</b>
Phillips Lofts
Private Investment Undertaken (See Instructions)
Public Investment Undertaken
Ratio of Private/Public Investment

\$1,600,000  
 \$240,000

<b>Project 26:</b>
Private Investment Undertaken (See Instructions)
Public Investment Undertaken

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois.

**SECTION 6**

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
1986	27,153,391	49,935,284

List all overlapping tax districts in the redevelopment project area.  
If overlapping taxing district received a surplus, list the surplus.

The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
Rock Island County	\$ -
Moline Township	\$ -
City of Moline	\$ -
Moline School District # 40	\$ -
Metropolitan Airport Authority	\$ -
Black Hawk College	\$ -
Rock Island County Metropolitan Transit Authority	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

**SECTION 7**

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

**SECTION 8**

Provide a general description of the redevelopment project area using only major boundaries:

--

Optional Documents	Enclosed
Legal description of redevelopment project area	No
Map of District	Yes

ATTACHMENT B

TIF 1 - 7  
Certification of Chief Executive Officer

I, Donald P. Welvaert, am the duly elected Chief Executive Officer of the City of Moline, County of Rock Island, State of Illinois, and as such do hereby certify that the City of Moline has complied with all requirements pertaining to the Tax Increment Financing Redevelopment Act during fiscal year 2011 (January 1<sup>st</sup> - December 31<sup>st</sup>).

7/9/12  
Date

  
Donald P. Welvaert, Mayor

TIF 1 - 7  
OPINION OF LEGAL COUNSEL

I, Maureen Riggs, am the City Attorney for the City of Moline, Illinois.

I have received all information provided to me by the city administration, and based on that information, I believe that the City of Moline has conformed to all applicable requirements of the Tax Increment Redevelopment Allocation Act (found generally at 65 ILCD 5/11-74.4-1, et seq) set forth there under to the best of my knowledge and belief for fiscal year 2011 (January 1<sup>st</sup> - December 31<sup>st</sup>).

7.6.12  
Date

  
Maureen Riggs, City Attorney

TIF 1  
ACTIVITIES STATEMENT

Phillips Lofts

Phillips Lofts will be a \$1.6 million project that rehabs 1320-1322 Fifth Avenue into 18 market rate units. There will be commercial space and three two bedroom apartments on the first floor, five apartments each on the second, third, and fourth floors. The project should be complete by the fall of 2012.

Amtrak Station

The City entered into an intergovernmental agreement with MetroLINK which allowed MetroLINK to lease the ground floor of the future station for \$1/year for 20 years with an option for an additional 20 years.

The City continued to acquire property for the multi-modal project. The City bought 315 Twelfth Street and 1121 Fourth Avenue for \$340,000. Passenger rail between Chicago and Moline is scheduled to begin in 2014.

John Deere & Company Information Technology Building

As a result of the I-74 Iowa-Illinois Corridor project, John Deere & Company will be losing parking lots. The City sold 1908-24 Fifth Avenue and 1909 Sixth Avenue to the State of Illinois Department of Transportation for \$356,000. The lot will be converted into a parking lot for the IT building's use.

Renew Moline

The City entered into an agreement for services with Renew Moline. The City will pay Renew \$50,000 per year through 2014 for development services on projects located within TIF 1.

**ATTACHMENT E**

**TIF 1**  
**2011 AGREEMENTS**

The following agreements were executed during this reporting fiscal year.

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Purchase Agreement and do all things necessary to convey the City-owned property at 504 17<sup>th</sup> Street, Moline, IL, otherwise known as the Carnegie Library Building to OGAD Holdings, LLC.

WHEREAS, the City has declared the Carnegie Library Building located at 504 17<sup>th</sup> Street as surplus property and wishes to dispose of said property as the City cannot afford to maintain the building in the long term; and

WHEREAS, OGAD Holdings, LLC wishes to use the building for office development and has submitted the best offer of \$85,000 to purchase the property; and

WHEREAS, the City wishes to accept this offer so the property can be more fully utilized and properly maintained in the future.

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 a Purchase Agreement and do all things necessary to convey the City-owned property at 504 17<sup>th</sup> Street, Moline, IL, otherwise known as the Carnegie Library Building to OGAD Holdings, LLC. in return for payment of \$85,000.00; 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 Law Director.

**Section 2** – 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 3** -- That this ordinance shall be in full force and effect from and after passage, approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Donald P. Schwab  
Mayor

1/4/11  
Date

Passed: 1.4.11

Approved: 1.11.11

Attest: [Signature]  
City Clerk

Approved as to Form: [Signature]  
Law Director

**AGREEMENT FOR SALE OF REAL ESTATE**

**AGREEMENT**, by and between **CITY OF MOLINE** (hereinafter "**City**"), a municipal corporation, located in Moline, Illinois, and **OGAD HOLDINGS, L.L.C.**, (hereinafter "**Buyer**"), located at 4141 45<sup>th</sup> Avenue, Rock Island, IL 61201.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the City is willing to sell said real property (hereinafter "**Property**"); commonly known as 504 17<sup>th</sup> Street, Moline, IL 61265, and more particularly described in **Schedule A** attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**Sec. 1. PURCHASE PRICE**

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the City and pay the amount of **Eight-Five Thousand No/100ths Dollars (\$85,000.00)** (hereinafter "**Purchase Price**") payable as follows:

- a) **\$5,000 Earnest Money** shall be given to City with this offer, but shall not be deposited until acceptance of Agreement to Purchase by the Moline City Council. In the event any contingency on the part of the City is not met by the date contained in such contingency, the City recognizes the earnest money will be returned to the Buyer within 5 days.
- b) **\$20,000 Additional Cash Payment**, which shall be paid at the time of closing.
- c) **\$60,000 Balance**, to be obtained by Buyer securing a loan commitment on the Property in the amount not less than \$60,000.00. Buyer agrees to apply immediately, to use all good faith diligence, and to fully cooperate in obtaining the loan. In the event, after using all good faith diligence, Purchase is unable to obtain such loan commitment within 30 days from date hereof, this Agreement shall be void, but the City shall retain the earnest money.

**Sec. 2. CLOSING AND POSSESSION**

Closing shall be on or before ~~March 16, 2011~~ <sup>April 8<sup>th</sup></sup>, 2011, or on such other date as the parties hereto may mutually agree to in writing. Possession shall be given at closing. Closing shall take place at the office of the escrow agent mutually acceptable to Buyer and City.

*(Handwritten signatures and dates)*  
3-16-11  
3.16.2011  
W. Stewart

and Buyer shall accept the conveyance and pay the Purchase Price to the City at such time and place.

**Sec. 3. CONVEYANCE OF PROPERTY**

(a) Form of Deed. The City shall convey title to the Property by special Warranty Deed ("Deed") in an "as is, where is" condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such conveyance subject to such condition shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
2. All easements of record; and
3. Matters that would be revealed by an ALTA survey of the Property.

(b) Proration of Taxes and Adjustments.

1. There shall be no proration of taxes as the Property is tax exempt; and
2. There are no leases for the subject property requiring a credit for deposits or proration of rents.

(c) Expenses of Transfer. City shall pay: (1) Cost of City's abstracting or owner's title policy; (2) Recording of any releases. Buyer shall pay: (1) Recording fees for deed and mortgages, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required by mortgagee. Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer's financing, and such charges shall be paid by Buyer.

(d) Settlement Procedures. To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).

- (e) Special Assessments. City will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.

**Sec. 4. PROPERTY CONDITION AND CERTAIN OTHER ACTION BY BUYER**

(a) Property Condition:

1. Buyer acknowledges that the Buyer has inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer accepts the same in "As Is" condition, except that the City warrants that it is unaware of any problem with the plumbing, heating and electrical systems and that each appears to be in normal working condition on date of possession and further warrants nothing. Written notice of breach of warranty contained above must be served upon City's Attorney within two (2) business days of the date of possession. Buyer shall have the right to inspect the Property during the 48-hour period immediately prior to closing.

2. Buyer shall not provide an ALTA survey of the Property.

(b) Utility Payments. Upon closing, the Buyer will be responsible for all utility payments, including but not limited to, water, sewer, storm sewer, electricity, and gas bills.

**Sec. 5. FIXTURES AND PERSONAL PROPERTY**

All fixtures presently installed on the Property including but not limited to; brackets and fixtures and book shelves, carpeting, electric light fixtures, bathroom fixtures and accessories, telephone lines, central heating and cooling units and attached equipment, all shrubs and trees, shall be left by City in or upon said Property and title thereto shall pass to Buyer at Closing.

**Sec. 6. CASUALTY CLAUSE**

City shall bear the risk of loss or damage to the Property prior to closing. In the event all or a material part of the Property is damaged or destroyed prior to closing, this Agreement shall terminate and be of no further force and effect, unless the Property can be restored to its previous condition of or before the closing date. City shall keep adequate insurance, including fire and other extended coverage, on the improvements to the Property until title has passed to Buyer.

**Sec. 7. COVENANTS BINDING UPON SUCCESSORS IN INTEREST:  
PERIOD OF DURATION**

It is intended and agreed that any covenants provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by, the Buyer, its successors and assigns, the Buyer, and any successor in interest to the Property, or any part thereof.

**Sec. 8. INSPECTION**

Buyer shall pay for an HVAC inspection to be completed by January 18th, 2011.

**Sec. 9. CONFIRMATION OF BUYER'S FINANCES**

The Buyer shall submit a net worth statement to the City to verify that the Buyer has sufficient finances available to maintain the Property in the future. The City believes that the Buyer's financial information is not a public record as this would put the Buyer at an unfair competitive advantage, but the City will follow FOIA as required by law. If the Buyer does not provide a net worth statement to the City's satisfaction by January 18<sup>th</sup>, 2011, this agreement shall be null and void, but earnest money shall be retained by the City.

**Sec. 10. REPRESENTATION OF CITY**

City hereby represents to Buyer that, to the best of the City's knowledge, the property is not contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by federal, state, county, local or regional authority or which is known to pose a hazard to health and safety, except for the lead based paint, mold and asbestos which has been documented in the report summary report prepared by Shive-Hattery, Inc. on April 6<sup>th</sup>, 2006. To the best of the City's knowledge, the environmental hazards listed in said report were remedied in order to allow the building to be occupied in its current form, except for the floor tile, and an underground utility chase which houses pipes that are insulated with a material containing asbestos. The asbestos contained in the utility chase was determined to be of minimal risk as it runs underground and is behind a locked door. The City also acknowledges that there could be asbestos contained in the floor tiles or mastic but this was not determined to be a risk as it is covered. The City also represents that it has not used the Property as a landfill or dumpsite, or for storage of hazardous substance, or has not otherwise done anything to contaminate the Property with hazardous wastes of substances. City warrants that the Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells or underground storage tank, solid waste disposal sites, or

hazardous wastes or substance. In the event Buyer notifies City before closing the representations and warranties set forth herein are untrue and such notice is accompanied by a report from an engineering company or environmental consultant with experience in evaluating such matter, then Buyer, at its option, may terminate this Agreement, and the earnest money paid herein shall be returned to Buyer.

**Sec. 11. CITY CONSENT TO ASSIGNMENT**

This Agreement may not be assigned by Buyer to any other person or entity without City's prior written consent, which shall not be unreasonably withheld.

**Sec. 12. PROVISIONS NOT MERGED WITH DEED**

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**Sec. 13. ENTIRE AGREEMENT**

This Agreement and its Exhibits contain the entire agreement among the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

**Sec. 14. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

**Sec. 15. SEVERABILITY**

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

**Sec. 16. ASSURANCE OF FURTHER ACTION**

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

**Sec. 17. INCENTIVES**

As the City has made over \$400,000 in improvements to the Carnegie Library over the last four years and the purchase price reflects anticipated improvements the new owner may need to make, the new owner agrees not to request nor accept tax increment financing (TIF) incentives for a period of two years after taking possession of the Property. The City makes no guarantee that TIF incentives will be available after this two year period. Incentives from the Illinois Quad Cities Enterprise Zone are expected to be available.

**Sec. 18. DISCLOSURE**

Buyer discloses and City acknowledges that Buyer is a licensed real estate salesperson in the State of Illinois. City is not represented by any broker in this transaction and Buyer is representing themselves only.

**Sec. 19. NOTICES AND ELECTRONIC TRANSMISSION**

All notices required pursuant to this Agreement shall be in writing and signed by the party or party's agent (an "agent" shall be any person or persons designed in writing as such by a party and any attorney representing said party) and shall be given to the other party or that party's agent by:

- A. Personally served upon the other party or that party's agent, in which case notice shall be effective upon the date of delivery"
- B. By electronic transmission to the other party of that party's agent, in which case notice shall be effective on the date of the electronic transmission; or
- C. Certified or registered mail, return receipt requested, and sent to the address of the party set forth below, which case notice shall be effective on the date of mailing.

If to Buyer: OGAD, LLC  
c/o Kerry Panozzo  
4141 45<sup>th</sup> Avenue  
Rock Island, IL 61201

With a copy to: Mike Gorsline  
Vollersten Britt & Gorsline  
101 W. 3<sup>rd</sup> Street  
Davenport, IA 52801-1498

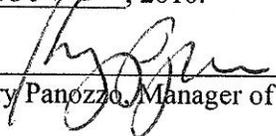
If to City: City of Moline  
c/o Jeff Lester, Law Director  
619 16<sup>th</sup> Street  
Moline, IL 61265

With a copy to: Chris Mathias  
619 16<sup>th</sup> Street  
Moline, IL, 61265

**Sec. 20. IRREVOCABLE OFFER TO PURCHASE**

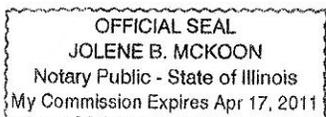
Until accepted by the corporate authority of City and executed by its authorized representatives, this document as executed, constitutes an IRREVOCABLE OFFER TO PURCHASE by the Buyer to City on the terms stated herein. This IRREVOCABLE OFFER TO PURCHASE must be accepted by the City on or before January 11<sup>th</sup>, 2011, after which Buyer may revoke it in writing to City. Buyer acknowledges and agrees that this IRREVOCABLE OFFER TO PURCHASE is subject to the City's right and legal responsibility to formally submit this agreement to its City Council for review, approval, acceptance, and authorization to execute. If not so approved and accepted by the City Council by January 11<sup>th</sup>, 2011, Buyer may revoke this IRREVOCABLE OFFER TO PURCHASE in writing to City. The parties understand that the City Council may not approve and accept this IRREVOCABLE OFFER TO PURCHASE, and that until approved by the City Council, the IRREVOCABLE OFFER TO PURCHASE is not and shall not be a binding obligation upon the City, its officers, employees or agents.

IN WITNESS WHEREOF, **OGAD HOLDINGS LLC**, Buyer, has caused this Agreement for Sale of Real Estate to be executed this 20<sup>th</sup> day of December, 2010.

By:   
Kerry Panozzo, Manager of OGAD Holdings LLC

STATE OF Illinois )  
COUNTY Rock Island ) SS

On this 20 day December, A.D. 2010 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kerry Panorago to me personally known, who being by me duly sworn, did say that he/she is the Manager of OGAD Holding LLC; that said instrument was signed on behalf of said OGAD Holding LLC by authority of its members; and that the said manager as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said OGAD Holding LLC and by him/her voluntarily executed.



Jolene B. McKoon  
NOTARY PUBLIC

IN WITNESS WHEREOF, The City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on it behalf by Donald P. Welvaert, its Mayor, this 5<sup>th</sup> day of January 2011.

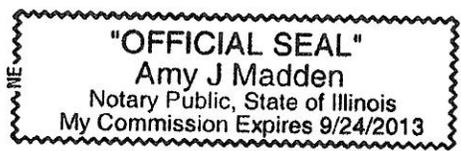
Donald P. Welvaert  
City of Moline (Buyer)  
Donald P. Welvaert, Mayor

Tracy Koranda  
Attest  
Tracy Koranda, City Clerk

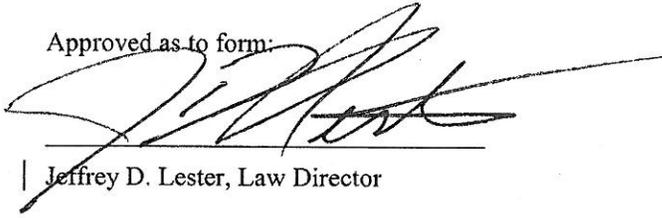
STATE OF ILLINOIS )  
COUNTY ROCK ISLAND ) SS

On this 5<sup>th</sup> day January, A.D. 2011 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald P. Welvaert and Tracy Koranda to me personally known, who being by me duly sworn, did say that he/she/they is the Mayor and City Clerk of the City of Moline that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its City Council; and that the said Donald P. Welvaert as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him/her/them voluntarily executed.

Amy J. Madden  
Notary Public



Approved as to form:



A handwritten signature in black ink, appearing to read 'Jeffrey D. Lester', is written over a horizontal line. The signature is stylized and extends to the right of the line.

| Jeffrey D. Lester, Law Director

**SCHEDULE "A"**  
**DESCRIPTION OF PROPERTY**

A tract of land located in the City of Moline, County of Rock Island and State of Illinois, described as follows: All that part of Lot Four (4) and the West ½ of Lot Three (3) in Block One (1) in Atkinson's First Addition to the Town, now City of Moline, situated in the County of Rock Island and State of Illinois.

**For Informational Purposes Only:**

Address: 504 17<sup>th</sup> Street  
Moline, Illinois 61265  
Parcel: 08-1136  
PIN: 0832404001  
Taxpayer  
Number: 08-0911800



Quad City Area REALTOR® Association  
NOTICE OF NON-AGENCY



To: CITY OF MOLINE ILLINOIS  
(Name and Address)

Under Illinois/Iowa law certain acts may be performed by a real estate agent who is not your agent. MEL FOSTER CO. FMC. (Company) KERRY PANORRO (name of agent) are not your agents and you should not disclose confidential information to the person named above. If you desire a sales associate to act as your agent, please let us know.

Date Delivered or Mailed: DEC. 20, 2010

Buyer/Seller Signature: [Signature]

Agent Signature: [Signature]

Note: only to be used when performing ministerial acts for a customer who is not your client. This disclosure must be given at a time intended to prevent disclosure of confidential information from a customer to a Sales Associate, but in no event later than the preparation of an offer.

IF NOT UNDERSTOOD, IT IS RECOMMENDED THAT BUYERS/SELLERS CONSULT WITH AN ATTORNEY OF THEIR CHOICE.



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



Our Company 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 KERRY PANORNO as its Appointed/Designated Agent to represent OGAO Holdings LLC

in connection with the possible purchase, sale and/or lease of real estate. Term of client shall hereafter refer to buyer, seller, 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 our company hereafter).

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.
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".

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.

ACKNOWLEDGMENT AND CONSENT TO AGENCY/DUAL AGENCY

I (We) acknowledge that I(we) have read this document, and that our company 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.

Designated Agency policy and the designation of KERRY PANORNO 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.

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

Client's Signature(s):
OGAO Holdings LLC
Printed Name
Signature
Date 12-19-10

Appointed/Designated Agent's Signature
KERRY PANORNO
Printed Name
Signature
Date 12-19-10

Council Bill/Resolution No. 1111-2011

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Development Agreement with Phillips Lofts, LLC, Mark Roemer, Developer.

WHEREAS, the City wishes to enter into this Development Agreement with Phillips Lofts, LLC, Mark Roemer, in order to facilitate redevelopment of the Property located at 1320-1322 and 1312 5<sup>th</sup> Avenue; and

WHEREAS, the Redevelopment Project shall provide for the purchase of the building at 1320-1322 5<sup>th</sup> Avenue and land located at 1312 5<sup>th</sup> Avenue and rehabilitation of 1320-1322 5<sup>th</sup> Avenue into approximately 2400 sf of commercial space and 3 two bedroom apartments on the first floor, and 5 two bedroom apartments on each of the second, third and fourth floors for a total of 18 units; and

WHEREAS, parking lot improvements will be made to provide for secured off-street parking of up to 50 parking spaces; and

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

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

That the Mayor and City Clerk are hereby authorized to execute a Development Agreement between the City of Moline and Phillips Lofts, LLC, Mark Roemer; provided said Agreement is substantially similar in form and content to that attached hereto and incorporated herein as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS  


Mayor

June 14, 2011

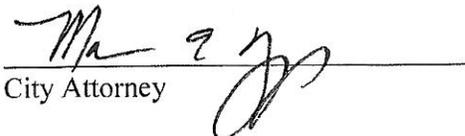
Date

Passed: June 14, 2011

Approved: June 21, 2011

Attest:   
City Clerk

APPROVED AS TO FORM:

  
City Attorney

## DEVELOPMENT AGREEMENT

Between the

**CITY OF MOLINE**

and

**PHILLIPS LOFTS, LLC**

THIS INDENTURE ("Agreement") made and entered into on this 14<sup>th</sup> day of June, 2011, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and Phillips Lofts, LLC, an Illinois Limited Liability Company ("Developer").

WITNESSETH:

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

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) located at 1320-1322 and 1312 5<sup>th</sup> Avenue; and

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

- i. Purchase of the building at 1320-1322 5<sup>th</sup> Avenue and land located at 1312 5<sup>th</sup> Avenue, all identified as parcel numbers 08-5744 and 08-5745;
- ii. Rehabilitation of 1320-1322 5<sup>th</sup> Avenue into approximately 2400 sf of commercial space and 3 two bedroom apartments on the first floor, and 5 two bedroom apartments on each of the second, third and fourth floors for a total of 18 units;
- iii. Parking lot improvements to provide for secured off street parking of up to 50 parking spaces.
- iv. Rehabilitation of 1320-1322 5<sup>th</sup> Avenue in a manner that will qualify the building for the federal historic preservation tax credit program.

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

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel number 08-5744 and 08-5745, which is more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by this reference thereto; and

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

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

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

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

**I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.**

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

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

The estimated total project cost for the Redevelopment Project is One Million Six Hundred Thousand Dollars (\$1,600,000). The Developer has requested 100% of the increment for four years, 50% of the increment for the fifth year, and 0% of the increment for years 5 - 10 of the TIF. Fifteen percent (15%) of such total project costs equals Two Hundred Forty Thousand Dollars (\$240,000). In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the

reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%). Because the Developer is requesting 100% of the project increment for the first 4 years, 50% of the project increment for the 5<sup>th</sup> year and no increment during the following 5 years, it is understood that the total rebate may be less than 15% of the total project costs.

- B. Property Tax Rebate. The City shall pay through its TIF Fund to Developer the net incremental annual real estate taxes once collected by the City as follows:

- ❖ 100%: 2013, 2014, 2015, 2016
- ❖ 50%: 2017

The net incremental annual real estate taxes paid by the City shall be used by the Developer only to pay for eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3) as illustrated in Exhibit B, "Redevelopment Project Costs," attached hereto and incorporated herein by this reference, subject to the maximum identified in I.A. above. The base year for computation purposes of the net annual increment is agreed to be the annual real estate taxes for parcel 08-5744 and 08-5745; the base Equalized Assessed Valuation (EAV) for the base year 2011 is \$87,879. The property tax rebate period will start with assessment year 2012 and payment year 2013. The payment shall be from the incremental property tax generated solely by the Property, and paid to the City's TIF Account; the City shall remit to the Developer within thirty-days (30) after receipt of total annual payment into said City's TIF Account from Rock Island County. The Incremental Real Estate Taxes generated will be paid to the Developer for the particular year in question as set forth above.

- C. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible costs (see Exhibit B) incurred or incidental to the Redevelopment Plan and Redevelopment Project.
- D. Final Payment. Upon final payment of the amount specified in paragraph I.A., above, or upon making the final payment as specified in I.B. above, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- E. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall

ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.

- F. Enterprise Zone Benefits. The City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. The City will cooperate and assist the Developer in its application for all Enterprise Zone benefits, if any, but the City does not warrant or assure or guarantee that any such benefits will be available to the Developer.
- G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.

**II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.**

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws, including without limitation, the City's DBMT process.
- B. Developer agrees to complete the following project elements:
  - i. Purchase of the building at 1320-1322 5<sup>th</sup> Avenue and land located at 1312 5<sup>th</sup> Avenue, all identified as parcel numbers 08-5744 and 08-5745;
  - ii. Rehabilitation of 1320-1322 5<sup>th</sup> Avenue into approximately 2400 sf of commercial space and 3 two bedroom apartments on the first floor, and 5 two bedroom apartments on each of the second, third and fourth floors for a total of 18 units;

- iii. Parking lot improvements to provide for secured off street parking of up to 50 parking spaces.
  - iv. Rehabilitation of 1320-1322 5<sup>th</sup> Avenue in a manner that will qualify the building for the federal historic preservation tax credit program.
- C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Code Compliance Manager or Building Official and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the City Code Compliance Manager or Building Official and Fire Chief.
- D. Assessed Valuation. Developer agrees to a minimum equalized assessed value of Five Hundred Thousand (\$500,000) and a minimum fair market value of One Million Five Hundred Thousand Dollars (\$1,500,000). Developer agrees not to appeal the annual assessed valuation of the Property as determined by the Moline Township Assessor until the expiration of this TIF district, provided that any such assessment is consistent with that of comparable properties within the City's Tax Increment Financing District #1.

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

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

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

### **IV. WARRANTIES OF THE CITY.**

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

**V. WARRANTIES OF THE DEVELOPER.**

A. The Developer represents and warrants to the City that the Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

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

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

**VI. DEVELOPER'S INDEMNIFICATION.**

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

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

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

#### **VII. ENTIRE AGREEMENT.**

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

#### **VIII. ASSIGNMENT.**

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld). For the purposes of this paragraph, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Five Million and No/100 Dollars (\$5,000,000.00). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

#### **IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.**

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

#### **X. NOTICE OF DEFAULT.**

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-Defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives

the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

#### **XI. REMEDIES UPON DEFAULT.**

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

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

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

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

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

## **XII. NON-DISCRIMINATION.**

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

## **XIII. NOTICES.**

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when (a) hand delivered to the party to whom the notice is addressed; (b) mailed by certified mail, return receipt requested, United States mail, postage prepaid; or (c) delivered by overnight courier delivery

service (i.e. Federal Express, UPS, etc.) and addressed to the party at the address shown as follows:

TO CITY: City Administrator and City Clerk  
619 16<sup>th</sup> Street  
Moline, IL 61265

WITH A COPY TO: City Attorney  
1616 6<sup>th</sup> Avenue  
Moline, IL 61265

TO DEVELOPER: Phillips Lofts, LLC  
Attn: Mark Roemer  
5405 Utica Ridge Road  
Suite 200 A  
Davenport, IA 52807

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

**XIV. COUNTERPARTS.**

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

**XV. HEADINGS.**

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

**XVI. APPLICABLE LAW.**

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

**XVII. SEVERABILITY.**

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

**XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.**

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

**XIX. ASSURANCE OF FURTHER ACTION.**

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

**XX. DELAYED EXECUTION.**

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

**XXI. DISCLAIMER OF THIRD PARTY BENEFITS.**

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

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

**THE CITY OF MOLINE, ILLINOIS**

**Phillips Lofts, LLC**

DATED: 6/15/11

DATED: 7/11/11

By: Donald P. Welvaert  
Donald P. Welvaert, Mayor

By: Mark Roemer  
Mark Roemer

Attest: Tracy A. Koranda  
Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs  
Maureen E. Riggs, City Attorney

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

On this 11 day of July, 2008, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **DONALD WELVAERT** and **Tracy Koranda** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

STATE OF IL )  
COUNTY OF Rock Island )

*Vickie L. Felger*  
NOTARY PUBLIC  
"OFFICIAL SEAL"  
**Vickie L Felger**  
Notary Public, State of Illinois  
My Commission Expires 1/28/2012

SS:

On this 11<sup>th</sup> day of July, 2008, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Mark Roemer** to me personally known, who being by me duly sworn (or affirmed) did say that he is the owner of **Phillips Lofts, LLC**, and that said instrument was signed on behalf of the Corporation; **Mark Roemer** acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.



*Tracy Koranda*  
NOTARY PUBLIC

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**EXHIBIT B**  
**REDEVELOPMENT COSTS**

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

- Acquisition and other Property Assembly Costs
- Development Services Design and Engineering Services
- Legal/Appraisal
- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation
- Reconstruction, rehabilitation, repair or remodeling
- And other items permitted by the Act

**EXHIBIT C**

**DEVELOPMENT TIMETABLE**

Close on said property	9-15-2011
Begin Construction	9-30-2011
Start Lease Up	4-30-2012

Council Bill/Special Ordinance No.: 4036-2011

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

RESCINDING Intergovernmental Agreement No. JN-2-10-065 between the City of Moline and the State of Illinois Department of Transportation, for acquisition of property located at 1908-24 5<sup>th</sup> Avenue (State of Illinois Parcel No. 2120812) and 1909 6<sup>th</sup> Avenue (State of Illinois Parcel No. 2120813), Moline, Illinois, said agreement being originally authorized pursuant to Council Bill/General Ordinance No. 3028-2010; and

AUTHORIZING City staff to do all things necessary to sell and convey said property to the State of Illinois Department of Transportation for the sum of the property's appraised value of \$356,000.00.

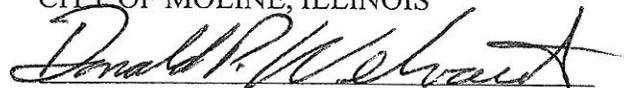
WHEREAS, Council Bill/General Ordinance No. 3028-2010 authorized the Mayor and City Clerk to enter into an intergovernmental agreement with the State of Illinois Department of Transportation ("IDOT") for the City's acquisition of property located at 1908-24 5<sup>th</sup> Avenue and 1909 6<sup>th</sup> Avenue, Moline, Illinois, in conjunction with IDOT's proposed Interstate Route 74 Bridge right-of-way project, and to appropriate the sum of the property's appraised value of \$356,000.00 or so much thereof as would be necessary for the City to purchase the property; and

WHEREAS, the City now agrees to sell and convey to IDOT and IDOT agrees to purchase from the City said property for its appraised value of \$356,000.00.

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

That Intergovernmental Agreement No. JN-2-10-065 between the City of Moline and the State of Illinois Department of Transportation, for acquisition of property located at 1908-24 5<sup>th</sup> Avenue (State of Illinois Parcel No. 2120812) and 1909 6<sup>th</sup> Avenue (State of Illinois Parcel No. 2120813), Moline, Illinois, is hereby rescinded, and City staff is hereby authorized to do all things necessary to sell and convey said property to the State of Illinois Department of Transportation for the sum of the property's appraised value of \$356,000.00.

CITY OF MOLINE, ILLINOIS



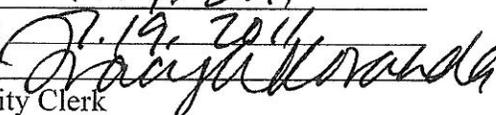
Mayor

7.19.2011

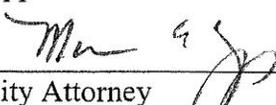
Date

Passed: 7.19.2011

Approved: 7.19.2011

Attest:   
City Clerk

Approved as to Form:

  
City Attorney

Council Bill/Resolution No.: 1133-2011

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Walter D. Laud, Inc. for Project #1083, RiverTech Boulevard, in the amount of \$1,296,135.90.

WHEREAS, bids were publicly read on July 6, 2011; and

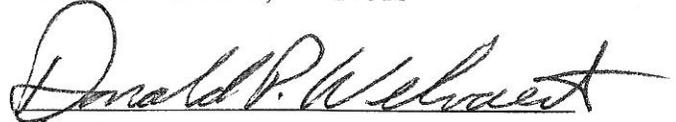
WHEREAS, bids were solicited with Walter D. Laud, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Walter D. Laud, Inc. for Project #1083, RiverTech Boulevard, in the amount of \$1,296,135.90; provided, however, that said contract is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

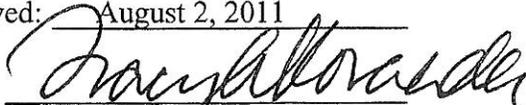
CITY OF MOLINE, ILLINOIS

  
Mayor

\_\_\_\_\_  
Date July 26, 2011

Passed: July 26, 2011

Approved: August 2, 2011

Attest:   
City Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney

**CITY OF MOLINE  
CONTRACT**

THIS AGREEMENT, made and concluded this 29<sup>th</sup> day of July, A.D., 2011, between **WALTER D. LAUD, INC.** of P.O. BOX 88, EAST MOLINE, IL 61244, 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 TWO HUNDRED NINETY SIX THOUSAND ONE HUNDRED THIRTY FIVE AND 90/100 (\$1,296,135.90) 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. 1083, RIVERTECH BOULEVARD, EDA #06-79-05241**, 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 4004-2011 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](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 TWO HUNDRED NINETY SIX THOUSAND ONE HUNDRED THIRTY FIVE AND 90/100 (\$1,296,135.90) 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:

WALTER D. LAUD, Inc.  
By: Scott C. Laud  
SCOTT C. LAUD PRESIDENT

CITY:

CITY OF MOLINE, ILLINOIS  
By: Dwight K. Whitcomb  
Mayor  
Attest: Tracy K. Kovach  
City Clerk

Approved as to form:

Man Eijp  
Law Director

Date: 7/29/11

Date: 7.29.2011

Performance Bond Attached

Certificate of Insurance Attached

**PERFORMANCE, LABOR, MATERIAL AND MAINTENANCE BOND**

Bond # 54188211

KNOW ALL MEN BY THESE PRESENTS: THAT Walter D. Laud, Inc.,  
as Principal, and United Fire & Casualty Company, as  
Surety, are held and firmly bound to the City of Moline, Illinois, in the sum of  
ONE MILLION TWO HUNDRED NINETY-SIX THOUSAND ONE HUNDRED THIRTY-FIVE AND 90/100THS  
Dollars, (\$1,296,135.90) to be paid to the City of Moline, Illinois and for  
the lawful payment of said sum, we and each of us, hereby bind ourselves, our heirs,  
our executors, administrators, successors, and assigns firmly by these presents.

The condition of this bond is such that:

WHEREAS, the above-named principal did on the 29<sup>th</sup> day of July, 2011 enter  
into a contract with the City of Moline, Illinois for:  
PROJECT NO. 1083, RIVERTECH BOULEVARD, EDA #06-79-05241

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract of his, its, or their part to be kept and performed, and faithfully comply with all of the laws of the State of Illinois and all of the ordinances of the City of Moline, Illinois, applicable to the aforesaid contract and this bond and conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated;
2. Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with construction with the work aforescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made shall have been so specified;
3. Maintain any public improvement installed or constructed under said contract from defective material or workmanship in said work for a period of one (1) year from the date of acceptance of said work.

Then this obligation shall be void, otherwise, it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of 30 ILCS 550/1 et seq. (Ill Compiled Statutes). Further, the principal and surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City of Moline will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or material furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Moline and the principal has been made.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work or because of extensions of time for the performances of the work and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extension of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right to sue upon such bond in the name of the City of Moline, Illinois for his use and benefit for the recovery of such payment. It is further agreed that no such suit shall be instituted until the expiration of one hundred and twenty (120) days after the date of the last item of work or the furnishing of the last item of materials except in the case where final settlement between the City of Moline and the contractor shall have been prior to the expiration of the 120-day period, in which case, action may be taken immediately

following such final settlement; nor shall any action of any kind be brought later than six (6) months after the acceptance by the City of Moline of the work. Any person making claim as aforesaid, must provide notice of said claim as provided in 30 ILCS 550/2. However, defects in the notice shall not deprive the claimant of his right to action, unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party.

It is expressly agreed that this bond is also given as a guaranty against defective material or workmanship in the work covered by the contract and as a guaranty that all of said work shall remain in good condition for one year from the date of acceptance of same; provided no suit shall be commenced upon said guarantees more than one (1) year and forty-five (45) days following the acceptance of the said work.

In addition to any other remedies which may be had by the City of Moline, Illinois, under this bond, the City may, in case of default or abandonment of the contract herein before referred to, notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and within fifteen (15) days from said notice to notify the City of Moline of the intention to proceed toward completion of the improvements or to pay the City of Moline the value of the bond less the contract cost of the work completed on the date of notice by the City and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvements in accordance with the contract aforesaid; and, in the event of default on the part of the surety to proceed to complete as aforesaid, the City of Moline shall have the right:

A. To itself complete the work and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, etc., and all other ordinary and reasonable expenses in connection with completion of the work; or

B. At the election of the City of Moline, the City may relet the contract and the said City of Moline, Illinois, is hereby appointed and constituted trustee for and on behalf of the property owners affected by said contract to collect, and, if necessary, sue on behalf of such property owners for any loss they may sustain by reasons of the principal's default or abandonment of his aforementioned contract with the City.

Failure of the surety to provide notice to the City within fifteen (15) days from the date of notice of default of principal shall make the surety liable for the full value of damage to the City of Moline notwithstanding any limit on obligation contained hereinabove.

The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Rock Island County, Illinois, and the parties hereto expressly waive all rights to venue inconsistent herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day of July, 2011, or have caused these presents to be executed by our authorized agent on the same day and year.

Walter D. Laud, Inc.  
*Scott C. Laud*  
\_\_\_\_\_  
Scott C. Laud, President  
United Fire & Casualty Company  
*Timothy J. Smith*  
\_\_\_\_\_  
Timothy J. Smith, Attorney-in-Fact

Approved as to Form:

*Ma E G*  
\_\_\_\_\_  
City Attorney

UNITED FIRE & CASUALTY COMPANY  
HOME OFFICE - CEDAR RAPIDS, IOWA  
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LAURA A. FOUST, OR SCOTT A. SAVERAID, OR TIMOTHY J. SMITH, OR BRIAN C. MATLOCK, OR MICHAEL F. WERNSMAN, OR JOYCE L. BRIGGS, OR DEBRA J. MILLS, ALL INDIVIDUALLY OF DAVENPORT IA

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of January, 2011



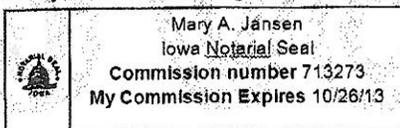
UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richman*  
Vice President

State of Iowa, County of Linn, ss:

On 11th day of January, 2011, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



*Mary A. Jansen*  
Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 21 day of July 2011.

*David A. Gange*  
Secretary



Council Bill/Resolution No. 1149-2011

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Services with Renew Moline, Inc. to continue the progress and reaffirm the cooperation and public/private partnership between the City of Moline and Renew Moline, Inc., and directing staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

---

WHEREAS, Renew Moline was formed and organized for the purposes of the promotion of community welfare and the welfare of the individuals making up the City of Moline and its environs by the inauguration of projects and programs for the expansion of industry; improving, extending and placing on a more secure basis the economic activities of the area; promoting cooperation in all matters of mutual interest to the populace; and developing and increasing civic interest in the activities carried on within the City of Moline and its environs; and

WHEREAS, since its inception, Renew Moline has provided numerous benefits to the City; and

WHEREAS, the City desires to encourage Renew Moline to continue its efforts on behalf of the City and its citizens in fulfilling its stated purposes, and it is the City's intent to budget \$50,000 annually for fiscal years 2012, 2013 and 2014 to fund the Agreement.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Services with Renew Moline; 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.

BE IT FURTHER RESOLVED that City staff and officers are hereby authorized to do all things necessary to accomplish the Agreement for Services contained in Exhibit "A" attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that this Resolution is enacted pursuant to its home rule powers as authorized in Article 7, Section 6, of the Illinois Constitution of 1970 and any action herein taken hereunder in conflict with state statutes or state law shall be considered valid and binding as to enactment of a home rule municipality.

Council Bill/Resolution No. 1149-2011

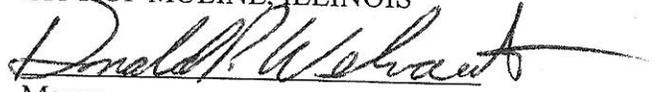
Sponsor: \_\_\_\_\_

Page 2 of 2

BE IT FURTHER RESOLVED that this Resolution shall be considered a one-time variance of any other ordinances or resolutions with which it may conflict and shall not constitute a repeal of any such ordinance or resolution.

BE IT FURTHER RESOLVED that this Resolution shall be effective from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

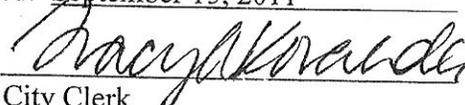
  
\_\_\_\_\_  
Mayor

September 6, 2011

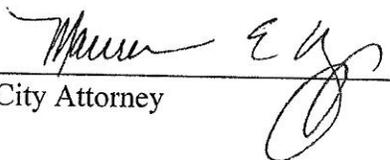
Date

Passed: September 6, 2011

Approved: September 13, 2011

Attest:   
\_\_\_\_\_  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

**AGREEMENT FOR SERVICES**

This Agreement is made as of the 6<sup>th</sup> day of September, 2011, by and between:

**RENEW MOLINE, INC.**  
an Illinois not for profit corporation,  
("RENEW")

and

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

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

***RECITALS***

WHEREAS, RENEW was formed and organized for purposes, including but not limited to:

The promotion of community welfare and the welfare of the individuals making up the City of Moline and its environs by the inauguration of projects and programs for the expansion of industry;

Improving, extending and placing on a more secure basis the economic activities of the area;

Promoting cooperation in all matters of mutual interest to the populace and to develop an increased civic interest in the activities carried on within the City of Moline and its environs; and

Aiding the City in the implementation of the Moline Centre Plan, and in particular securing or assisting in the recruitment of private development investments in the Plan area.

WHEREAS, since its inception RENEW has provided numerous benefits to the CITY;

WHEREAS, the CITY desires to encourage RENEW to continue its efforts on behalf of the CITY and its citizens in fulfilling its stated purposes;

WHEREAS, the City Council of the City of Moline voted on September 4, 2011, to approve Council Bill/Resolution No. 1149-2011 to enter into this Agreement and reimburse RENEW for its costs advanced pursuant to this Agreement as specified herein;

WHEREAS, the City Council will act in utmost good faith to discharge its duties and the intent specified herein and in said Resolution;

WHEREAS, the CITY wishes to accomplish 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; the elimination of blight and blighted areas, as well as the elimination of undeveloped areas and areas which have remained undeveloped without public participation; for the creation of jobs; for the increase of the CITY'S tax base, including, without limitation, the increase in the CITY'S sales tax, property tax, hotel/motel tax;

WHEREAS, the action of the CITY herein is intended to provide an impetus to economic development and to continue promotion of the commercial rebirth of its downtown; that the CITY also wishes to eliminate all factors impairing and arresting sound community growth;

WHEREAS, the CITY wishes to remove economic stagnation generally in its downtown as well as to improve the marketability of property located within the TIF District #1 and thereby to achieve such economic development; and

WHEREAS, all aspects of this Agreement are designed and intended to enhance the public health, safety, morals and welfare, as related to the CITY and its citizens.

#### ***AGREEMENTS***

NOW, THEREFORE, in consideration of the mutual benefits, covenants and promises contained herein the parties do hereby agree as follows:

1. The preambles are incorporated herein and made a part of this Agreement.
2. Consistent with TIF state statutes ("the Act" found generally at 65 ILCS 5/11-74.4-1 *et seq.*), the term of this Agreement shall be three (3) years covering expenses incurred between January 1, 2012 through December 31, 2014.
3. During the term of this Agreement, RENEW will work with the CITY on numerous projects as both shall determine to be necessary or advisable related to public improvements for redevelopment projects in Moline Tax Increment Financing District #1 (established in 1986) for the benefit of the CITY. Said services shall be provided on redevelopment projects not yet completed in Moline Tax Increment Financing District #1, must fall within TIF eligible redevelopment costs allowed under the Act (65 ILCS 5/11-74.4-3), and must receive prior written approval from the City.
4. Subject to the conditions of this paragraph, RENEW will be reimbursed by the CITY through its TIF fund up to a maximum amount of Fifty Thousand Dollars (\$50,000.00) annually over the term of this Agreement, such reimbursement to be paid semi-annually. Reimbursements shall be only for costs specified above which are incurred between January 1, 2012 and December 31, 2014. Said reimbursement is to be paid provided

sufficient funds are available in the TIF operating fund after all other obligations are satisfied (or otherwise provided for) for the year in which the reimbursement is requested. If reimbursement is not made for a particular year or years because of insufficiency of funds for a year, the reimbursement period shall be extended to future years during the term of this Agreement, as permitted by law.

5. This reimbursement agreement does not preclude the possibility of the CITY requesting RENEW to undertake specific project related costs on its behalf. Such requests shall be in writing with reference that such request are beyond the scope of this Agreement.
6. When submitting its semiannual request for reimbursement, RENEW shall provide reasonable documentation of work and activities that conform to and involve the scope of services set forth in Paragraph 3 above.
7. Amendments to this Agreement shall be in writing and signed by all parties and approved by RENEW's Board of Directors and the City Council.
8. 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.
9. 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.
10. 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 laws of the State of Illinois.
11. This Agreement shall not be modified or changed in any manner unless the same be reduced to writing and signed by all parties, setting forth the modifications and changes.
12. Any other agreements between the CITY and RENEW shall continue in full force and effect; provided, however, that services provided hereunder shall not duplicate services provided under any other agreement and no reimbursement hereunder shall be combined with or included with reimbursement under any other agreement between the parties.

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

*(Signature Provisions on Next Page)*



Council Bill/Resolution No.: 1177-2011

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with AJ Excavating, Inc. for Project #1148, Demolition – 428 19<sup>th</sup> Street, 1909 5<sup>th</sup> Avenue, 1919 5<sup>th</sup> Avenue, in the amount of \$44,400.00.

WHEREAS, bids were publicly read on October 18, 2011; and

WHEREAS, bids were solicited with AJ Excavating, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, TIF #1 funds are proposed for this project.

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 AJ Excavating, Inc. for Project #1148, Demolition – 428 19<sup>th</sup> Street, 1909 5<sup>th</sup> Avenue, 1919 5<sup>th</sup> Avenue, in the amount of \$44,400.00; 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

*Scott Raes*

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
November 1, 2011

Date

Passed: November 1, 2011

Approved: November 8, 2011

Attest: *Tracyl Krauder*  
\_\_\_\_\_  
City Clerk

Approved as to form:

*Maura E. J.*  
\_\_\_\_\_  
City Attorney

**CITY OF MOLINE  
CONTRACT**

THIS AGREEMENT, made and concluded this 4<sup>th</sup> day of November, A.D., 2011, between **AJ EXCAVATING, INC.** of **P.O. BOX 1032, BETTENDORF, IA 52722**, 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 **FORTY FOUR THOUSAND FOUR HUNDRED AND NO/100 (\$44,400.00) 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. 1148, DEMOLITION – 428 19<sup>TH</sup> STREET, 1909 5<sup>TH</sup> AVENUE, 1919 5<sup>TH</sup> AVENUE** 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 4004-2011 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](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 **FORTY FOUR THOUSAND FOUR HUNDRED AND NO/100 (\$44,400.00) 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:

A.J. Excavating Inc  
By: Jack Jaud Pres

CITY OF MOLINE, ILLINOIS

By: Scott Roes  
Mayor  
Attest: Mary Krawinkel  
City Clerk

Approved as to form:

[Signature]  
City Attorney

Date: 11-4-11

Date: 11-4-11

Performance Bond Attached       Certificate of Insurance Attached



following such final settlement; nor shall any action of any kind be brought later than six (6) months after the acceptance by the City of Moline of the work. Any person making claim as aforesaid, must provide notice of said claim as provided in 30 ILCS 550/2. However, defects in the notice shall not deprive the claimant of his right to action, unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party.

It is expressly agreed that this bond is also given as a guaranty against defective material or workmanship in the work covered by the contract and as a guaranty that all of said work shall remain in good condition for one year from the date of acceptance of same; provided no suit shall be commenced upon said guarantees more than one (1) year and forty-five (45) days following the acceptance of the said work.

In addition to any other remedies which may be had by the City of Moline, Illinois, under this bond, the City may, in case of default or abandonment of the contract herein before referred to, notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and within fifteen (15) days from said notice to notify the City of Moline of the intention to proceed toward completion of the improvements or to pay the City of Moline the value of the bond less the contract cost of the work completed on the date of notice by the City and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvements in accordance with the contract aforesaid; and, in the event of default on the part of the surety to proceed to complete as aforesaid, the City of Moline shall have the right:

A. To itself complete the work and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, etc., and all other ordinary and reasonable expenses in connection with completion of the work; or

B. At the election of the City of Moline, the City may relet the contract and the said City of Moline, Illinois, is hereby appointed and constituted trustee for and on behalf of the property owners affected by said contract to collect, and, if necessary, sue on behalf of such property owners for any loss they may sustain by reasons of the principal's default or abandonment of his aforementioned contract with the City.

Failure of the surety to provide notice to the City within fifteen (15) days from the date of notice of default of principal shall make the surety liable for the full value of damage to the City of Moline notwithstanding any limit on obligation contained hereinabove.

The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Rock Island County, Illinois, and the parties hereto expressly waive all rights to venue inconsistent herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26 day of OCTOBER, 2011, or have caused these presents to be executed by our authorized agent on the same day and year.

A.J. EXCAVATING, INC.  
Jack [Signature] Pres  
WEST BEND MUTUAL NATIONAL SPECIALTY INSURANCE  
Gene [Signature]  
GENE KRISMANITS                      ATT-IN-FACT

Approved as to Form:

[Signature]  
City Attorney



No. 1601155

### Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

VanDeest, Lance J; Wagner, James N; Schwanz, Randy S; Smith, Mike B; Krismanits, Eugene; Behan, James P; Unwin, Kent G; Richard, Jeremy J; Loper, John W; Engels, Marc A

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: \$1,500,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Pauly  
James J. Pauly  
Secretary



Kevin A. Steiner  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 26th day of October, 2011



Dale J. Kent  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

**Notice:** Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JA

DATE (MM/DD/YYYY)  
10/27/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mel Foster Co., Inc. Insurance Department 3218 E. 35th Street Court Davonport, IA 52807-3748 GENE H. KRISMANITS	563-359-5448	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: AJEXC-1
<b>INSURED</b> A. J. EXCAVATING INC PO BOX 1032 BETTENDORF, IA 52722	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Selective Insurance Company INSURER B: PROGRESSIVE INSURANCE CO. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIG #

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL BUBBL INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	S1973896-00	01/20/11	01/20/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		S1973896-00	01/20/11	01/20/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB		UNDER BINDER	10/27/11	01/17/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DEDUCTIBLE					
	RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WC1973896	05/09/11	01/17/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROPERTY		S1973896-00	01/20/11	01/20/12	
A	INLAND MARINE		S1973896-00	01/20/11	01/20/12	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)**  
 PROJECT #1148 DEMO CITY OF MOLINE & ITS EMPLOYEES, ACTING WITHIN THE SCOPE OF THEIR DUTIES ARE LISTED AS ADDTL INSURED IN RESPECTS TO THE GEN LIAB. EXPLOSION, COLLAPSE & UNDER GROUND DAMAGE IS COVERED UNDER THE GEN LIAB POLICY. NO CANCEL BEFORE EXPIRATION DATE OF THE POLICIES LISTED HEREIN ABOVE SHALL BE EFFECTIVE UNLESS THE HOLDER OF THE CERT HAS Rcvd AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTIFICATION OF SAID CANCELLATION.

<b>CERTIFICATE HOLDER</b>  CITY OF MOLINE 619 16TH STREET MOLINE, IL 61265	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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Council Bill/Resolution No. 1195-2011

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and Post-Closing Agreement with Miguel A. Campos and Kendy Y. Guevara, husband and wife, for property located at 315 12<sup>th</sup> Street and 1121 4<sup>th</sup> Avenue, Moline, Illinois.

WHEREAS, the City wishes to acquire the property located at 315 12<sup>th</sup> Street and 1121 4<sup>th</sup> Avenue, Moline, Illinois, to create a parking area for the Multi-Modal Station located directly across 12<sup>th</sup> Street from the property; and

WHEREAS, Miguel A. Campos and Kendy Y. Guevara, husband and wife, are the owners of the property and have agreed to sell and convey said property to the City of Moline.

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

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate and a Post-Closing Agreement with Miguel A. Campos and Kendy Y. Guevara, husband and wife, for property located at 315 12<sup>th</sup> Street and 1121 4<sup>th</sup> Avenue, Moline, Illinois (Parcel Numbers 085427 and 085424) for a purchase price of \$305,000 and an additional relocation fee of \$35,000 (a total price of \$340,000); provided said agreement is substantially similar in form and content to that attached hereto as Exhibit "A," and has been approved as to form by the City Attorney; and the same officials are hereby authorized to execute all necessary documents referenced therein; and all appropriate City officers and staff are further authorized to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage.

CITY OF MOLINE, ILLINOIS

*Dwight P. Wehant*  
Mayor

December 13, 2011

Date

Passed: December 13, 2011

Approved: December 13, 2011

Attest: *Tracy Alexander*  
City Clerk

Approved as to Form:

*Maura Ely*  
City Attorney

## AGREEMENT FOR SALE OF REAL ESTATE

**AGREEMENT**, by and between **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Buyer**"), located in Moline, Illinois, and **MIGUEL A. CAMPOS AND KENDY Y. GUEVARA**, husband and wife, (hereinafter "**Sellers**"), located at 315 12<sup>th</sup> Street, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Sellers are willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "**Property**"), and commonly known as 315 12<sup>th</sup> Street, Moline, Illinois;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### **Sec. 1. PURCHASE PRICE**

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the Sellers, and the Sellers will sell the Property to the Buyer and pay therefore the amount of **Three Hundred Five Thousand and No/100ths Dollars (\$305,000.00)** (hereinafter "**Purchase Price**") payable by certified cashier's check to Sellers at time of closing.

### **Sec. 2. RELOCATION COSTS**

Subject to all terms, covenants and conditions of the Agreement, the Buyer shall pay **Thirty-Five Thousand and No/100ths Dollars (\$35,000.00)** to Sellers for relocation costs payable by certified cashier's check to Sellers at time of closing.

### **Sec. 3. CLOSING AND POSSESSION**

Closing shall be on or before **the 31<sup>st</sup> day of May, 2012**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Sellers, and Buyer shall accept the conveyance and pay the Purchase Price to the Sellers at such time and place. Sellers and Buyer shall enter into a Post-Closing Possession Agreement for 315 12<sup>th</sup> Street, Moline, Illinois, simultaneously with the execution of this Agreement for Sale of Real Estate. Said Post-Closing Possession Agreement shall set forth the Agreement between the parties as to possession.

**Sec. 4. CONVEYANCE OF PROPERTY**

- (a) Form of Deed. The Sellers shall convey title to the Property by standard Warranty Deed (“Deed”) provided, however, that Sellers hereby represent that Sellers know of no fault or defect, whether environmental or otherwise. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:
1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Illinois, and laws and ordinances of the City of Moline, including zoning, building, and land subdivision laws and regulations; and
  2. All easements of record; and
  3. Matters that would be revealed by an ALTA survey of the Property.
- (b) Proration of Taxes and Adjustments.
1. Sellers shall pro-rate general real estate taxes for the current tax year at time of closing; and
  2. There are no leases for the subject Property requiring a credit for deposits or proration of rents.
- (c) Expenses of Transfer. Buyer shall pay: (1) Recording fees for deed and mortgages, if any; (2) Cost of Buyer’s abstracting or mortgage title insurance policy as required. Sellers shall, at their sole cost and expense and prior to closing, deliver to Buyer a title commitment for an Owner’s title policy issued by a title company showing good and indefeasible title to the Property vested solely in Sellers. On the closing date, Sellers shall cause the title company to issue an Owner’s Policy of Title Insurance covering the Property in the amount of the Purchase Price, showing fee simple title vested in Buyer. Each party shall be responsible for his or her own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Buyer’s financing, and such charges shall be paid by Buyer.
- (d) Settlement Procedures. To the extent the subject transaction is covered by its provisions, the parties agree to comply with the Real Estate Settlement Procedures Act of 1974 (RESPA).
- (e) Affidavit of Foreign Status. Sellers will sign an affidavit that Sellers are not a “foreign person” under the Internal Revenue Act of 1862, as amended.
- (f) Special Assessments. Sellers will be responsible for all special assessments levied as of the date the City Council of the City of Moline approves this sale. Buyer is responsible for all special assessments levied after that date.

- (g) Unrecorded Liens, Assessments, Security Interests. Sellers represent that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.

**Sec. 5. PROPERTY CONDITION AND CERTAIN  
OTHER ACTION BY BUYER**

(a) Property Condition.

1. Buyer acknowledges that the Buyer has visually inspected the real estate and the improvements thereof; the Buyer is acquainted with the condition thereof and the Buyer shall accept the Property after conducting its Due Diligence as described below.
2. A. Due Diligence. For a period of six (6) months after the date of acceptance of this Agreement by the Buyer (“Due Diligence Period”), unless such time is extended by agreement of the parties in writing, Buyer and its agents and representatives shall be entitled to inspect, test and examine the Property, which includes, but shall not be limited to, making investigation with regard to environmental requirements and environmental assessments such as Phase I environmental assessments and Phase II environmental assessments. If the Buyer, in its sole and absolute discretion, determines that the results of any inspection, test or examination do not meet Buyer’s criteria for purchase, or if Buyer in its sole discretion otherwise determines that the Property is unsatisfactory to it, then Buyer may terminate this Contract by written notice to Sellers, given not later than the last day of the Due-Diligence Period. Upon such termination, except as otherwise provided in this section, either party shall not have any further liability to the other hereunder.  
  
B. Neither Buyer nor any of its agents or representatives shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer’s sole cost and expense.

- (b) Utility Payments. Utility payments, including but not limited to, water, sewer, storm sewer, electricity, and gas bills, will be paid as stated in the Post-Closing Possession Agreement executed simultaneously with this Agreement for Purchase of Real Estate.

**Sec. 6. COVENANTS BINDING UPON SUCCESSORS IN INTEREST:  
PERIOD OF DURATION**

It is intended and agreed that any covenants provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by, the Buyer, its successors and assigns, the Buyer, and any successor in interest to the Property, or any part thereof.

**Sec. 7. PROVISIONS NOT MERGED WITH DEED**

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Sellers to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**Sec. 8. ENTIRE AGREEMENT**

This Agreement and its Exhibits contain the entire agreement among the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

**Sec. 9. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

**Sec. 10. SEVERABILITY**

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

**Sec. 11. ASSURANCE OF FURTHER ACTION**

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such Recordable





Prepared by:

Amy L. Keys  
Deputy City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Phone: (309) 524-2021  
Fax: (309) 524-2020

SCHEDULE A  
Campos and Guevara Sale to City of Moline  
Legal Description

Lot Eight (8) in Block Number Fourteen (14) in that part of the City of Moline known as and called "OLD OR ORIGINAL TOWN", situated in Section 22, Township 18 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, Rock Island County, State of Illinois;

AND

Fractional Lot Seven (7) in Block Number Fourteen (14) in that part of the City of Moline known as and called "OLD OR ORIGINAL TOWN", situated in Section 22, Township 18 North, Range 1 West of the 4<sup>th</sup> Principal Meridian, Rock Island County, State of Illinois;

EXCEPTING therefrom that part of said Fractional Lot Seven (7) described as follows:

Beginning at a point on the Southeasterly line of Lot Seven (7) and 58 feet Southwesterly of the Southeast corner of said Lot Seven (7);

Go thence northerly and at right angle to said Southeasterly line for 55.0 feet;

Thence deflecting to the right at an angle of 25 degrees 07 minutes for 106.0 feet to the Southeasterly line of a 20 foot alley;

Thence Southwesterly along said Southeasterly line for 30.0 feet to the Northwesterly corner of Lot Seven (7);

Thence Southerly along the Westerly line of said Lot Seven (7) and of Lot Six (6) for 166.76 feet to the Southwesterly corner Lot Six (6);

Thence Northeasterly along the Southeasterly line of Lots Six (6) and said Lot Seven (7) for 55.72 feet to the point of beginning.

**POST-CLOSING POSSESSION AGREEMENT  
FOR: 315 12<sup>TH</sup> STREET, MOLINE, ILLINOIS**

**WHEREAS**, the undersigned, **MIGUEL A. CAMPOS and KENDY Y. GUEVARA**, husband and wife, (hereinafter "**Sellers**"), and the **CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "**Buyer**"), are the parties to a certain Agreement for Sale of Real Estate, dated the 16<sup>th</sup> day of November, 2011, pertaining to the above referenced property; and

**WHEREAS**, the Buyer has agreed to allow Sellers to remain in possession of the Property after the closing; and

**WHEREAS**, the parties have reached agreement on terms for Sellers to remain in possession post-closing and set forth those terms in this Agreement.

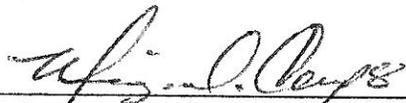
**NOW, THEREFORE**, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

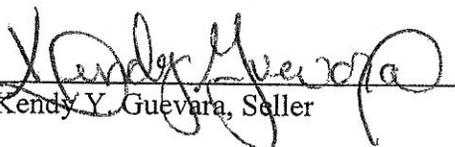
1. Sellers will be permitted to retain possession of the subject premises from the date of closing until such date as given by the Buyer in a written 90-day written notice to vacate the Property, which shall be delivered by certified mail, return receipt requested, to the address of the Property. By 5:00 p.m. on the 90<sup>th</sup> day, Sellers' operation shall cease and all associated equipment shall be vacated from the Property.
2. Prior to acceptance of possession, Buyer will be afforded a second "walk through" for determining compliance with this Agreement.
3. Sellers will maintain the Property in good repair and will not purposefully damage or destroy the Property in any way. If Sellers wish to replace any damaged or inoperable equipment, appliances, fixtures, systems, or other personal property, they shall bear all costs. Sellers shall retain possession of all equipment, appliances, fixtures, systems during the time that Sellers retain possession.
4. Possession of the Property must be delivered to Buyer by 5:00 p.m. on the date provided in the written Notice and at such time, Sellers shall have removed all personalty from the Property, vacated the Property, and delivered any remaining keys to Buyer. The parties agree that the Sellers may, in their discretion, also remove any and all fixtures from the Property before they deliver possession to the Buyer, including but not limited to, the furnace, air conditioning units, and lift systems.
5. Sellers agree to occupy the Property at Sellers' sole risk and expense. Sellers will indemnify, defend, and hold harmless Buyer from all costs, suit, or expense, including injuries or damages, arising out of Sellers' occupation of the Property pursuant to this Agreement. Buyer will have no responsibility or liability whatever for any theft, loss, or damage to Sellers' personal property during the term of this Agreement, and Sellers will

make no claim of any nature against the Buyer for injuries, damages, or loss to Sellers' person, property, or to third persons incurred as a result of Sellers' occupation of the Property under this Agreement.

6. Sellers, at their expense, are obligated to maintain a policy of insurance insuring their own personal property, in addition to a policy insuring the real property and Buyer, for liability during the time that Sellers remain in possession.
7. The parties agree that they do not intend to create a relationship of landlord and tenant, but instead to grant to the Sellers a license to use the Property for the time stated in this Agreement. If the Sellers fail, for any reason, to deliver possession on the possession date, the license of Sellers to occupy the Property will terminate on notice. Sellers waive all notices required by law, and waive any defenses and consent to an immediate judgment for possession. Buyer may take any legal action necessary to obtain possession of the Property, including but not limited to, specific performance. Sellers agree to reimburse Buyer for all reasonable attorneys' fees and expenses Buyer may incur in enforcement of its rights under this Agreement.
8. Sellers are responsible for the cost of all utilities during the time that they continue to occupy the Property.
9. If possession is not tendered to Buyer by 5:00 p.m. on the date set forth in the written notice, Sellers shall pay Buyer \$ 50<sup>00</sup> a day for each day that possession is withheld from Buyer after the specified date and time, not as rent, but as liquidated damages.
10. The terms and provisions of this Post-Closing Possession Agreement survive the closing.

IN WITNESS WHEREOF, **Miguel A. Campos and Kendy Y. Guevara**, Husband and Wife, Sellers, have caused this Post-Closing Possession Agreement to be executed this 16<sup>th</sup> day of November, 2011.

By:   
Miguel A. Campos, Seller

By:   
Kendy Y. Guevara, Seller

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

On this 16<sup>th</sup> day of November, 2011, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Miquel A. Campos, executing the within and foregoing instrument to which this is attached; that he signed said instrument as Seller; and acknowledged the execution of said instrument to be his voluntary act and deed.



Kelli Barham  
NOTARY PUBLIC

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

On this 16<sup>th</sup> day of November, 2011, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Kendy Y. Guevara, executing the within and foregoing instrument to which this is attached; that she signed said instrument as Seller; and acknowledged the execution of said instrument to be her voluntary act and deed.



Kelli Barham  
NOTARY PUBLIC

IN WITNESS WHEREOF, The City of Moline has caused this Post-Closing Possession Agreement to be duly executed in its name and on behalf by Donald P. Welvaert, its Mayor, this 13<sup>th</sup> day of December, 2011.

City of Moline (Buyer)

Donald P. Welvaert  
Donald P. Welvaert, Mayor

Attest:

Tracy A. Koranda  
Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs  
Maureen E. Riggs, City Attorney

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

On this 13th day of December, 2011, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared DONALD P. WELVAERT and TRACY A. KORANDA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Vickie L. Felger  
NOTARY PUBLIC

Prepared by:  
  
Amy L. Keys  
Deputy City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Phone: (309) 524-2021  
Fax: (309) 524-2020

## ATTACHMENT H

### Joint Review Board Meeting

TIF 1-6 Review for 2010  
Committee-of-the- Whole  
October 21, 2011 9:00 AM  
Minutes

Present:

Janet Mathis (Renew Moline)  
Dave McDermott (Moline School District #40)  
Jeff Nelson (MetroLINK)  
Patrick Burke (City of Moline)

Patrick Burke reviewed the 2010 financial status and activity for each TIF district. TIF #1 had a fund balance deficit of \$6,630,469. The total itemized expenditures were \$3,889,440. Debt obligations were \$27,724,865. The base EAV in 1986 was \$27,361,607. The 2010 EAV was \$50,300,852.

TIF #2 fund balance deficit was \$566,866. The total itemized expenditures were \$239,050. Debt obligations were \$2,383,384. The base EAV in 1998 was \$49,818. The 2010 EAV was \$2,381,334.

TIF #3 fund balance was \$1,139. The total itemized expenditures were \$60,912. There were no debt obligations. The base EAV in 2004 was \$376,088. The 2010 EAV was \$945,397.

TIF #4 fund balance was \$133,828. The total itemized expenditures were \$145,588. There were no debt obligations. The base EAV in 2005 was \$101,494. The EAV in 2010 was \$2,399,374. The EAV declined \$145,966 from the previous year.

TIF #5 fund balance deficit was \$1,405. The total itemized expenditures were \$1,405.

TIF #6 was created February 9. Its fund balance deficit was \$35,221. The total itemized expenditures were \$6,204.

TIF projects were discussed.

#### TIF 1

Bids for the architectural and engineering for the Amtrak station and building will be released November, 2011. Funding for high speed rail to Moline has been decoupled from the Iowa portion. Passenger rail service to Chicago is scheduled for 2014.

Washington Square Apartments should be finished by January, 2012. It will provide 7 market rate units and three low income units.

Enterprise Lofts should begin leasing by December, 2011 with move in by January, 2012. It is a \$12 million, 69 unit low income housing project.

Western Illinois University will begin classes in January, 2012 for the School of Engineering and the School of Business Technology. At the ribbon cutting, WIU would like to announce phase II – a five building, \$43 million project. Construction of the access road will begin in the spring of 2012.

TIF 2

The local approval for extending the TIF 12 years occurred. The state legislature still has to approve the extension.

TIF 5

The core and shell of the tower should be complete by June, 2012. KONE will complete interior build out by December, 2012. Footings for the parking deck began October, 2011.

TIF 6

The demolition of the former nurses' dorm occurred December, 2010. The city continues to discuss opportunities with developers.

ATTACHMENT K

TIF 1 - 7  
AUDITED FINANCIAL STATEMENTS

City of Moline, Illinois

**Balance Sheet**  
**Governmental Funds**  
**December 31, 2011**

Assets	Primary Government			
	General	Park	Tax Increment Financing #1	Debt Service
Cash and cash equivalents	\$ 745,276	\$ 381,626	\$ -	\$ 1,100,634
Restricted cash and cash equivalents	-	-	-	-
Investments	4,840,420	-	-	-
Receivables:				
Property taxes	9,450,552	2,715,036	3,214,782	-
Accounts, net of allowance for collection losses of \$116,454	1,778,120	30,276	2,500	-
Accrued interest	-	-	1,442	-
Loans	-	-	916,900	6,556,760
Other taxes	5,360,364	-	68,922	-
Due from other governmental units	116,218	36,468	587,690	-
Due from other funds	1,611,896	-	-	-
Inventories	12,504	-	-	-
Prepaid items	-	18,462	-	-
Interfund advances	4,018,818	-	-	-
<b>Total assets</b>	<b>\$ 27,934,168</b>	<b>\$ 3,181,868</b>	<b>\$ 4,792,236</b>	<b>\$ 7,657,394</b>
<b>Liabilities and Fund Balances (Deficits)</b>				
Liabilities:				
Accounts payable	\$ 404,914	\$ 86,814	\$ 11,978	\$ -
Accrued expenses	783,158	22,234	7,226	-
Due to other funds	250	-	4,418,888	-
Due to other governments	-	-	50,000	-
Deferred and unearned revenue	11,668,438	2,612,266	4,304,836	-
Deposits	65,080	700	-	-
Line of credit	-	-	-	6,556,760
Interfund advances	-	-	4,018,818	-
<b>Total liabilities</b>	<b>12,921,840</b>	<b>2,722,014</b>	<b>12,811,746</b>	<b>6,556,760</b>
Fund balances (deficits):				
Nonspendable	4,031,322	18,462	-	-
Restricted	345,609	441,392	-	1,100,634
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	10,635,397	-	(8,019,510)	-
<b>Total fund balances (deficits)</b>	<b>15,012,328</b>	<b>459,854</b>	<b>(8,019,510)</b>	<b>1,100,634</b>
<b>Total liabilities and fund balances</b>	<b>\$ 27,934,168</b>	<b>\$ 3,181,868</b>	<b>\$ 4,792,236</b>	<b>\$ 7,657,394</b>

See Notes to Basic Financial Statements.

City of Moline, Illinois

**Statement of Revenues, Expenditures and Changes In Fund Balances (Deficits)**  
**Governmental Funds**  
**Year Ended December 31, 2011**

	Primary Government			
	General	Park	Tax Increment Financing #1	Debt Service
<b>Revenues:</b>				
Taxes	\$ 31,521,808	\$ 2,784,574	\$ 3,197,128	\$ -
Licenses and permits	826,474	-	-	-
Intergovernmental	583,974	26,924	127,614	-
Charges for services	4,724,640	691,556	77,770	-
Fines and forfeitures	387,682	-	-	-
Use of money and property	39,722	133,590	115,512	198,033
Contributions	-	3,900	-	-
Miscellaneous	437,185	4,574	8,701	-
<b>Total revenues</b>	<b>38,521,485</b>	<b>3,645,118</b>	<b>3,526,725</b>	<b>198,033</b>
<b>Expenditures:</b>				
<b>Current:</b>				
General government	2,322,864	-	-	-
Public safety	25,130,024	-	-	-
Public works	8,943,954	-	-	-
Economic development	1,104,562	-	2,282,398	-
Culture and recreation	-	3,453,168	-	-
Libraries	-	-	-	-
Capital outlay	487,626	348,980	313,696	-
<b>Debt Service:</b>				
Principal	-	-	-	4,272,034
Interest and fiscal agent fees	-	-	3,600	3,362,482
Bond issuance costs	-	-	-	130,876
<b>Total expenditures</b>	<b>37,989,030</b>	<b>3,802,148</b>	<b>2,599,694</b>	<b>7,765,392</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>532,455</b>	<b>(157,030)</b>	<b>927,031</b>	<b>(7,567,359)</b>
<b>Other financing sources (uses):</b>				
Issuance of long-term debt	-	-	-	10,195,358
Premium on bond issuance	-	-	-	784,282
Payment to bond escrow agent	-	-	-	(9,862,838)
Transfers in	255,092	221,950	75,000	7,501,072
Transfers out	(325,000)	-	(2,391,072)	-
Proceeds from sale of capital assets	441,000	-	-	-
<b>Total other financing sources (uses)</b>	<b>371,092</b>	<b>221,950</b>	<b>(2,316,072)</b>	<b>8,617,874</b>
<b>Net change in fund balances</b>	<b>903,547</b>	<b>64,920</b>	<b>(1,389,041)</b>	<b>1,050,515</b>
Fund balances (deficits), beginning of year	14,108,781	394,934	(6,630,469)	50,119
Fund balances (deficits), end of year	\$ 15,012,328	\$ 459,854	\$ (8,019,510)	\$ 1,100,634

See Notes to Basic Financial Statements.

City of Moline, Illinois

Combining Balance Sheet  
 Nonmajor Governmental Funds  
 December 31, 2011

	Special Revenue			
	Community	Motor Fuel Tax	Revolving Loan	Tourism
	Development		Program	
	Block Grant			
<b>Assets</b>				
Cash and cash equivalents	\$ 55,832	\$ 193,032	\$ 170,774	\$ 272,992
Restricted cash and cash equivalents	-	-	-	-
Investments	-	455,104	-	250,174
Receivables:				
Property taxes	-	-	-	-
Accounts, net of allowance for collection losses of none	-	-	-	-
Accrued interest	-	-	-	-
Loans	-	-	96,238	22,000
Other taxes	-	179,406	-	58,918
Due from other governmental units	125,582	-	-	-
Due from other funds	-	-	35,212	469,110
Interfund advances	-	-	-	-
<b>Total assets</b>	<b>\$ 181,414</b>	<b>\$ 827,542</b>	<b>\$ 302,224</b>	<b>\$ 1,073,194</b>
<b>Liabilities and Fund Balances</b>				
Liabilities:				
Accounts payable	\$ 96,914	\$ 98,648	\$ -	\$ 20,732
Accrued expenses	-	-	-	-
Due to other funds	-	28,166	-	-
Deferred revenue	62,536	-	-	-
Deposits	-	-	-	-
Line of credit	-	-	-	-
Interfund advances	-	-	-	-
<b>Total liabilities</b>	<b>159,450</b>	<b>126,814</b>	<b>-</b>	<b>20,732</b>
Fund balances (deficits):				
Nonspendable	-	-	96,238	-
Restricted	21,964	700,728	205,986	1,052,462
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances (deficits)</b>	<b>21,964</b>	<b>700,728</b>	<b>302,224</b>	<b>1,052,462</b>
<b>Total liabilities and fund balances</b>	<b>\$ 181,414</b>	<b>\$ 827,542</b>	<b>\$ 302,224</b>	<b>\$ 1,073,194</b>

(Continued)

Special Revenue					
Special Service Area Number Five	Special Service Area Number Six	Foreign Fire Insurance	General Trust	Tax Increment Financing #2	
\$ 43,452	\$ 194,766	\$ 69,394	\$ 502,540	\$ -	
-	-	-	-	-	
-	-	-	-	-	
110,922	238,792	-	-	241,994	
-	-	-	-	-	
-	-	-	-	-	
2,326	-	-	31,280	-	
-	-	-	-	-	
-	-	-	-	-	
<u>\$ 156,700</u>	<u>\$ 433,558</u>	<u>\$ 69,394</u>	<u>\$ 533,820</u>	<u>\$ 241,994</u>	
\$ 36,418	\$ 1,594	\$ -	\$ 45,226	\$ 200	
128	644	-	-	-	
-	-	-	-	1,089,630	
80,400	225,000	-	-	240,840	
-	-	-	-	-	
-	-	-	-	2,121,476	
-	-	-	-	-	
<u>116,946</u>	<u>227,238</u>	<u>-</u>	<u>45,226</u>	<u>3,452,146</u>	
-	-	-	-	-	
39,754	206,320	69,394	211,401	-	
-	-	-	232,139	-	
-	-	-	45,054	-	
-	-	-	-	(3,210,152)	
<u>39,754</u>	<u>206,320</u>	<u>69,394</u>	<u>488,594</u>	<u>(3,210,152)</u>	
<u>\$ 156,700</u>	<u>\$ 433,558</u>	<u>\$ 69,394</u>	<u>\$ 533,820</u>	<u>\$ 241,994</u>	

City of Moline, Illinois

Combining Balance Sheet (Continued)  
 Nonmajor Governmental Funds  
 December 31, 2011

	Special Revenue			
	Tax Increment Financing #6	Tax Increment Financing #3	Tax Increment Financing #4	Library Trust
<b>Assets</b>				
Cash and cash equivalents	\$ -	\$ 4,192	\$ 32,272	\$ 238,846
Restricted cash and cash equivalents	-	-	-	-
Investments	-	-	-	-
Receivables:				
Property taxes	-	51,376	254,566	-
Accounts, net of allowance for collection losses of none	-	-	-	-
Accrued interest	-	-	-	-
Loans	-	-	-	4,864
Other taxes	-	-	-	-
Due from other governmental units	-	-	-	-
Due from other funds	-	-	-	-
Interfund advances	-	-	-	-
<b>Total assets</b>	<b>\$ -</b>	<b>\$ 55,568</b>	<b>\$ 286,838</b>	<b>\$ 243,710</b>
<b>Liabilities and Fund Balances</b>				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ -	\$ 930
Accrued expenses	-	98	-	-
Due to other funds	35,212	-	-	-
Deferred revenue	-	51,116	150,000	-
Deposits	-	-	-	-
Line of credit	-	-	-	-
Interfund advances	-	-	-	-
<b>Total liabilities</b>	<b>35,212</b>	<b>51,214</b>	<b>150,000</b>	<b>930</b>
Fund balances (deficits):				
Nonspendable	-	-	-	-
Restricted	-	4,354	136,838	242,780
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	(35,212)	-	-	-
<b>Total fund balances (deficits)</b>	<b>(35,212)</b>	<b>4,354</b>	<b>136,838</b>	<b>242,780</b>
<b>Total liabilities and fund balances</b>	<b>\$ -</b>	<b>\$ 55,568</b>	<b>\$ 286,838</b>	<b>\$ 243,710</b>

(Continued)

Special Revenue

Perpetual Care	Reher Art Gallery	Park and Cemetery Gifts	Sanitation	Home Buyer Grant	Lead Hazard Control Grant
\$ 237,080	\$ 23,376	\$ 194,334	\$ 184,576	\$ -	\$ -
-	-	-	-	-	-
-	-	-	278,122	-	-
1,760	-	-	84,208	-	-
-	-	5,534	-	-	-
-	-	-	-	-	-
-	-	-	-	50,796	374,460
-	-	-	-	-	-
<u>\$ 238,840</u>	<u>\$ 23,376</u>	<u>\$ 199,868</u>	<u>\$ 546,906</u>	<u>\$ 50,796</u>	<u>\$ 374,460</u>
\$ -	\$ 480	\$ 11,802	\$ 103,956	\$ -	\$ 91,636
-	-	-	42,492	-	-
-	-	-	-	50,796	282,824
-	-	-	297,896	796	374,460
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	431,602	-	-
-	480	11,802	875,946	51,592	748,920
-	-	-	-	-	-
238,840	22,896	188,066	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	(329,040)	(796)	(374,460)
<u>238,840</u>	<u>22,896</u>	<u>188,066</u>	<u>(329,040)</u>	<u>(796)</u>	<u>(374,460)</u>
\$ 238,840	\$ 23,376	\$ 199,868	\$ 546,906	\$ 50,796	\$ 374,460

City of Moline, Illinois

**Combining Balance Sheet (Continued)**  
**Nonmajor Governmental Funds**  
**December 31, 2011**

	Special Revenue			
	Single Family Owner Occupied Rehabilitation Grant	Small Rental Properties Program	Library	NSP2 Grant Fund
<b>Assets</b>				
Cash and cash equivalents	\$ -	\$ -	\$ 228,648	\$ -
Restricted cash and cash equivalents	-	-	-	-
Investments	-	-	-	-
Receivables:				
Property taxes	-	-	2,775,676	-
Accounts, net of allowance for collection losses of none	-	-	-	-
Accrued interest	-	-	-	-
Loans	-	-	-	-
Other taxes	-	-	-	-
Due from other governmental units	40,882	72,772	-	2,156,968
Due from other funds	-	-	-	-
Interfund advances	-	-	-	-
<b>Total assets</b>	<b>\$ 40,882</b>	<b>\$ 72,772</b>	<b>\$ 3,004,324</b>	<b>\$ 2,156,968</b>
<b>Liabilities and Fund Balances</b>				
Liabilities:				
Accounts payable	\$ 29,840	\$ 52,422	\$ 27,434	\$ 588,265
Accrued expenses	-	-	73,864	-
Due to other funds	11,042	20,350	-	1,610,706
Deferred revenue	6,412	-	2,670,610	634,134
Deposits	-	-	-	-
Line of credit	-	-	-	-
Interfund advances	-	-	-	-
<b>Total liabilities</b>	<b>47,294</b>	<b>72,772</b>	<b>2,771,908</b>	<b>2,833,105</b>
Fund balances (deficits):				
Nonspendable	-	-	-	-
Restricted	-	-	232,416	-
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	(6,412)	-	-	(676,137)
<b>Total fund balances (deficits)</b>	<b>(6,412)</b>	<b>-</b>	<b>232,416</b>	<b>(676,137)</b>
<b>Total liabilities and fund balances</b>	<b>\$ 40,882</b>	<b>\$ 72,772</b>	<b>\$ 3,004,324</b>	<b>\$ 2,156,968</b>

Special Revenue						
Tax Increment Financing #5	Tax Increment Financing #7	Tax Increment Financing #8	Tax Increment Financing #9	Capital Projects	Totals	
\$ 7,914	\$ -	\$ -	\$ 28,002	\$ 608,446	\$ 3,290,468	
-	5,784,200	-	-	-	5,784,200	
-	-	-	-	299,454	1,004,732	
32,110	17,306	-	-	108,694	4,109,558	
-	-	-	-	-	85,968	
-	1,990	-	-	11,390	23,778	
-	-	-	-	-	118,238	
-	-	-	-	1,353,414	1,625,344	
-	-	-	-	-	2,821,460	
-	-	-	-	-	504,322	
-	-	-	-	431,602	431,602	
<u>\$ 40,024</u>	<u>\$ 5,803,496</u>	<u>\$ -</u>	<u>\$ 28,002</u>	<u>\$ 2,813,000</u>	<u>\$ 19,799,670</u>	
\$ -	\$ -	\$ -	\$ -	\$ 17,066	\$ 1,223,563	
-	-	-	-	-	117,226	
-	-	2,850	-	-	3,131,576	
32,110	17,306	-	-	550,492	5,394,108	
-	-	-	-	11,160	11,160	
-	-	-	-	-	2,121,476	
-	-	-	-	-	431,602	
<u>32,110</u>	<u>17,306</u>	<u>2,850</u>	<u>-</u>	<u>578,718</u>	<u>12,430,711</u>	
-	-	-	-	431,602	527,840	
7,914	5,786,190	-	28,002	-	9,396,305	
-	-	-	-	1,802,680	2,034,819	
-	-	-	-	-	45,054	
-	-	(2,850)	-	-	(4,635,059)	
<u>7,914</u>	<u>5,786,190</u>	<u>(2,850)</u>	<u>28,002</u>	<u>2,234,282</u>	<u>7,368,959</u>	
<u>\$ 40,024</u>	<u>\$ 5,803,496</u>	<u>\$ -</u>	<u>\$ 28,002</u>	<u>\$ 2,813,000</u>	<u>\$ 19,799,670</u>	

City of Moline, Illinois

**Combining Statement of Revenues, Expenditures and Changes in Fund Balances (Deficits)  
Nonmajor Governmental Funds  
Year Ended December 31, 2011**

	Special Revenue			
	Community Development Block Grant	Community Development Block Grant Recovery	Motor Fuel Tax	Revolving Loan Program
Revenues:				
Taxes	\$ -	\$ -	\$ -	\$ -
Intergovernmental	673,834	61,339	1,269,148	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Use of money and property	1,236	-	902	4,543
Contributions	-	-	-	-
Miscellaneous	902	-	10,335	-
<b>Total revenues</b>	<b>675,972</b>	<b>61,339</b>	<b>1,280,385</b>	<b>4,543</b>
Expenditures:				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Economic development	611,786	46,336	-	-
Culture and recreation	-	-	-	-
Libraries	-	-	-	-
Capital outlay	-	-	2,777,008	-
Debt service:				
Interest and fiscal charges	-	-	-	-
Bond issuance costs	-	-	-	-
<b>Total expenditures</b>	<b>611,786</b>	<b>46,338</b>	<b>2,777,008</b>	<b>-</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>64,186</b>	<b>15,001</b>	<b>(1,496,623)</b>	<b>4,543</b>
Other financing sources (uses):				
Issuance of long-term debt	-	-	-	-
Premium on bond issuance	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(275,348)	-	-	-
<b>Total other financing sources (uses)</b>	<b>(275,348)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>(211,162)</b>	<b>15,001</b>	<b>(1,496,623)</b>	<b>4,543</b>
Fund balances (deficits), beginning of year	233,126	(15,001)	2,197,351	297,681
Fund balances (deficits), end of year	\$ 21,964	\$ -	\$ 700,728	\$ 302,224

(Continued)

Special Revenue

Tourism	Special Service Area Number Three	Special Service Area Number Five	Special Service Area Number Six	Foreign Fire Insurance	General Trust
\$ 882,974	\$ -	\$ 109,292	\$ 225,010	\$ 50,030	\$ 200,688
-	-	-	-	-	80
-	-	-	-	-	-
772	10	18	54	8	56
-	-	-	-	-	377,350
6	-	16	16	-	21,098
883,752	10	109,326	225,080	50,038	599,272
-	-	-	-	27,040	479,040
304,524	-	108,105	76,911	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
304,524	-	108,105	76,911	27,040	479,040
579,228	10	1,221	148,169	22,998	120,232
-	-	-	-	-	-
-	-	-	-	-	-
(326,972)	(232,754)	-	-	-	-
(326,972)	(232,754)	-	-	-	-
252,256	(232,744)	1,221	148,169	22,998	120,232
800,206	232,744	38,533	58,151	46,396	368,362
\$ 1,052,462	\$ -	\$ 39,754	\$ 206,320	\$ 69,394	\$ 488,594

City of Moline, Illinois

**Combining Statement of Revenues, Expenditures and Changes in Fund Balances (Deficits)  
Nonmajor Governmental Funds (Continued)  
Year Ended December 31, 2011**

	Special Revenue			
	Tax Increment Financing #2	Tax Increment Financing #6	Tax Increment Financing #3	Tax Increment Financing #4
<b>Revenues:</b>				
Taxes	\$ 194,006	\$ -	\$ 53,578	\$ 192,544
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Use of money and property	34	-	11	56
Contributions	-	-	-	-
Miscellaneous	-	9	-	-
<b>Total revenues</b>	<b>194,040</b>	<b>9</b>	<b>53,589</b>	<b>192,600</b>
<b>Expenditures:</b>				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Economic development	2,448,564	-	50,374	189,590
Culture and recreation	-	-	-	-
Libraries	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Interest and fiscal charges	-	-	-	-
Bond issuance costs	-	-	-	-
<b>Total expenditures</b>	<b>2,448,564</b>	<b>-</b>	<b>50,374</b>	<b>189,590</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>(2,254,524)</b>	<b>9</b>	<b>3,215</b>	<b>3,010</b>
<b>Other financing sources (uses):</b>				
Issuance of long-term debt	-	-	-	-
Premium on bond issuance	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(286,628)	-	-	-
<b>Total other financing sources (uses)</b>	<b>(286,628)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>(2,541,152)</b>	<b>9</b>	<b>3,215</b>	<b>3,010</b>
Fund balances (deficits), beginning of year	(669,000)	(35,221)	1,139	133,828
Fund balances (deficits), end of year	\$ (3,210,152)	\$ (35,212)	\$ 4,354	\$ 136,838

(Continued)

Special Revenue

Library Trust	Perpetual Care	Reher Art Gallery	Park and Cemetery Gifts	Sanitation	Home Buyer Grant
\$ -	\$ -	\$ -	\$ -	\$ 1,341,738	\$ -
-	-	-	-	32,720	224,290
-	-	-	-	869,270	-
16,036	68	5	6,764	56	-
85,658	-	-	22,376	800	-
-	13,007	-	-	119,618	-
<u>101,694</u>	<u>13,075</u>	<u>5</u>	<u>29,140</u>	<u>2,364,202</u>	<u>224,290</u>
-	-	-	-	-	-
-	-	-	-	2,182,908	-
-	-	28,182	45,086	-	211,523
149,865	-	-	-	-	-
-	-	-	24,804	-	-
-	-	-	-	15,786	-
<u>149,865</u>	<u>-</u>	<u>28,182</u>	<u>69,890</u>	<u>2,198,694</u>	<u>211,523</u>
(48,171)	13,075	(28,177)	(40,750)	165,508	12,767
-	-	-	-	-	-
-	-	-	-	-	-
(13,766)	(70)	13,766	-	28,714	-
<u>(13,766)</u>	<u>(70)</u>	<u>13,766</u>	<u>-</u>	<u>28,714</u>	<u>-</u>
(61,937)	13,005	(14,411)	(40,750)	194,222	12,767
304,717	225,835	37,307	228,816	(523,262)	(13,563)
<u>\$ 242,780</u>	<u>\$ 238,840</u>	<u>\$ 22,896</u>	<u>\$ 188,066</u>	<u>\$ (329,040)</u>	<u>\$ (796)</u>

City of Moline, Illinois

**Combining Statement of Revenues, Expenditures and Changes in Fund Balances (Deficits)  
Nonmajor Governmental Funds (Continued)  
Year Ended December 31, 2011**

	Special Revenue			
	Lead Hazard Control Grant	Single Family		Library
		Owner Occupied Rehabilitation Grant	Small Rental Properties Program	
Revenues:				
Taxes	\$ -	\$ -	\$ -	\$ 2,690,528
Intergovernmental	639,196	73,726	129,088	44,790
Charges for services	-	-	-	29,878
Fines and forfeitures	-	-	-	58,568
Use of money and property	-	-	-	48
Contributions	-	-	-	-
Miscellaneous	-	-	-	12,687
<b>Total revenues</b>	<b>639,196</b>	<b>73,726</b>	<b>129,088</b>	<b>2,836,499</b>
Expenditures:				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Economic development	971,975	36,300	119,586	-
Culture and recreation	-	-	-	-
Libraries	-	-	-	2,877,052
Capital outlay	-	-	-	-
Debt service:				
Interest and fiscal charges	-	-	-	-
Bond issuance costs	-	-	-	-
<b>Total expenditures</b>	<b>971,975</b>	<b>36,300</b>	<b>119,586</b>	<b>2,877,052</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>(332,779)</b>	<b>37,426</b>	<b>9,502</b>	<b>(40,553)</b>
Other financing sources (uses):				
Issuance of long-term debt	-	-	-	-
Premium on bond issuance	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>(332,779)</b>	<b>37,426</b>	<b>9,502</b>	<b>(40,553)</b>
Fund balances (deficits), beginning of year	(41,681)	(43,838)	(9,502)	272,969
Fund balances (deficits), end of year	\$ (374,460)	\$ (6,412)	\$ -	\$ 232,416

Special Revenue						
NSP2 Grant	Tax Increment Financing #5	Tax Increment Financing #7	Tax Increment Financing #8	Tax Increment Financing #9	Capital Projects	Totals
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,165,358	\$ 12,105,746
2,494,286	-	-	-	-	75,000	5,717,497
-	-	-	-	-	10,710	909,858
-	-	4,328	-	-	-	58,568
-	-	-	-	2	17,112	52,119
-	9,319	-	-	-	-	486,184
2,494,286	9,319	4,328	-	28,000	-	215,013
				28,002	6,268,180	19,544,985
-	-	-	-	-	-	506,080
-	-	-	-	-	-	2,182,908
2,962,097	-	726,695	2,850	-	-	8,867,218
-	-	-	-	-	-	73,268
-	-	-	-	-	-	3,026,917
34,482	-	-	-	-	2,386,842	5,223,136
-	-	-	-	-	3,100	18,886
-	-	162,856	-	-	-	162,856
2,996,579	-	889,551	2,850	-	2,389,942	20,061,269
(502,293)	9,319	(885,223)	(2,850)	28,002	3,878,238	(516,284)
-	-	6,624,642	-	-	-	6,624,642
-	-	46,771	-	-	-	46,771
-	-	-	-	-	-	42,480
-	-	-	-	-	(4,215,270)	(5,350,808)
-	-	6,671,413	-	-	(4,215,270)	1,363,085
(502,293)	9,319	5,786,190	(2,850)	28,002	(337,032)	846,801
(173,844)	(1,405)	-	-	-	2,571,314	6,522,158
\$ (676,137)	\$ 7,914	\$ 5,786,190	\$ (2,850)	\$ 28,002	\$ 2,234,282	\$ 7,368,959

**ATTACHMENT L**

**CERTIFIED AUDIT REPORT**

Following is the Section "Q" compliance letter dated May 30, 2012 for fiscal year 2011.



**Independent Auditor's Report on  
Compliance with Illinois Municipal Code  
Subsection (Q) Section 11-74.4-3 of Public Act 85-1142**

To the Honorable Mayor and  
Members of the City Council  
City of Moline, Illinois  
Moline, Illinois

We have audited the basic financial statements of the City of Moline, Illinois, as of and for the year ended December 31, 2011 and have issued our report thereon dated May 30, 2012. These financial statements are the responsibility of the City of Moline, Illinois' management. Our responsibility is to express an opinion on the eligibility of expenditures pursuant to subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

Compliance with laws, regulations, contracts and grants applicable to the City of Moline, Illinois is the responsibility of the City of Moline, Illinois' management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of the City of Moline, Illinois' compliance with provisions of subsection (q) of Section 11-74.4-3 of Public Act 85-1142. However, the objective of our audit of the financial statements was not to provide an opinion on overall compliance with such provisions. Accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance with subsection (q) of Section 11-74.4-3 of Public Act 85-1142.

This report is intended for the information of the Mayor and City Council, management and appropriate regulatory or oversight agencies and is not intended to be and should not be used by anyone other than the specified parties.

*McGladrey LLP*

Davenport, Iowa  
May 30, 2012

**TIF 1**  
**INTERGOVERNMENTAL AGREEMENTS**

The City of Moline approved Special Ordinance 4036-2011 rescinding Intergovernmental Agreement No JN-2-10-065 between the City of Moline and the State of Illinois Department of Transportation. The City of Moline sold 1908-24 Fifth Avenue and 1909 Sixth Avenue to the State of Illinois Department of Transportation for \$356,000.

A second amendment to the intergovernmental agreement between the City of Moline and the Quad City Civic Center Authority was approved by Resolution 1168-2011. The amendment provided that the City assumed ownership and responsibility for the public boat docks as well as permitting the landscaped berm to remain for flood control purposes.

The City entered into an intergovernmental agreement (Resolution 1169-2011) with MetroLINK for the purpose of developing and managing the Moline Multi-Modal facility. The City agreed to lease the first floor of the building to MetroLINK for \$1 a year for 20 years with an automatic renewal for an additional 20 years.