

**FY 2015  
ANNUAL TAX INCREMENT FINANCE  
REPORT**



**STATE OF ILLINOIS  
COMPTROLLER  
LESLIE GEISSLER MUNGER**

Name of Municipality: Moline Reporting Fiscal Year: **2015**  
 County: Rock Island Fiscal Year End: **12/31/2015**  
 Unit Code: 081-050-30

**TIF Administrator Contact Information**

First Name: Annaka Last Name: Whiting  
 Address: 619 16th Street Title: Housing Grant Compliance Analyst  
 Telephone: 309-524-2035 City: Moline Zip: 61265  
 E-mail- awhiting@moline.il.us  
 Mobile \_\_\_\_\_ required \_\_\_\_\_  
 Mobile \_\_\_\_\_ Best way to  Email \_\_\_\_\_ Phone \_\_\_\_\_  
 Provider \_\_\_\_\_ contact \_\_\_\_\_ Mobile \_\_\_\_\_ Mail \_\_\_\_\_

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.]

Annaka Whiting \_\_\_\_\_ 6/2/16 \_\_\_\_\_  
 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	2/9/2010	
TIF #7 Moline Business Park	6/21/2011	
Routes 6 & 150	12/4/2012	
41st Street/ Health Park	12/11/2012	
Southpark Mall	9/17/2013	
Multi-Modal Area	11/5/2013	
Riverbend Commons	11/5/2013	

\*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.]**  
**FY 2015**

<b>Name of Redevelopment Project Area:</b>	Multi-Modal Area
<b>Primary Use of Redevelopment Project Area*:</b>	Combination/Mixed
<b>If "Combination/Mixed" List Component Types:</b>	CBD/Retail/Office/Other
<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> <input type="checkbox"/>

	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 from any source 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 taxes 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.**

**FY 2015**

**TIF NAME: Multi-Modal Area**

Fund Balance at Beginning of Reporting Period \$ (3,605,347)

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 500	\$ 500	100%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

\*must be completed where current or prior year(s) have reported funds

**Total Amount Deposited in Special Tax Allocation Fund During Reporting Period** \$ 500

**Cumulative Total Revenues/Cash Receipts** \$ 500 100%

**Total Expenditures/Cash Disbursements** (Carried forward from Section 3.2) \$ 330,057

**Distribution of Surplus**

**Total Expenditures/Disbursements** \$ 330,057

**NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS** \$ (329,557)

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ (3,934,904)

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

**SURPLUS\*/(DEFICIT)**(Carried forward from Section 3.3) \$ (5,031,837)



SECTION 3.2 A

PAGE 2

7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)		
		\$ -
8. Financing costs related to obligations issued by the municipality. Subsection (q) (6) and (o)(8)		
		\$ -
9. Approved taxing district's capital costs. Subsection (q)(7) and (o)(9)		
		\$ -
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		\$ -
12. Payments in lieu of taxes as defined in Subsections 11-74.43(m) and 11-74.6-10(k). Subsection (q)(9) and (o)(11)		
		\$ -
13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)		
		\$ -

**SECTION 3.2 A**

**PAGE 3**

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 330,057</b>



**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**

**FY 2015**

**TIF NAME: Multi-Modal Area**

**FUND BALANCE, END OF REPORTING PERIOD** \$ (3,934,904)

	<b>Amount of Original Issuance</b>	<b>Amount Designated</b>
<b>1. Description of Debt Obligations</b>		
N/A		

**Total Amount Designated for Obligations** \$ - \$ -

<b>2. Description of Project Costs to be Paid</b>		
Developer Rebate		\$ 1,096,933

**Total Amount Designated for Project Costs** \$ 1,096,933

**TOTAL AMOUNT DESIGNATED** \$ 1,096,933

**SURPLUS\*/(DEFICIT)** \$ (5,031,837)

\* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

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

FY 2015

**TIF NAME: Multi-Modal Area**

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

\_\_\_\_\_ **No property was acquired by the Municipality Within the Redevelopment Project Area**

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

Property (1):	Washburn
Street address:	1101 4 Avenue
Approximate size or description of property:	11,920 Square Feet
Purchase price:	247,500.00
Seller of property:	Ronald Washburn

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)

FY 2015

TIF NAME: Multi-Modal Area

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if <b>NO</b> projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
<b>ENTER</b> total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*. _____ <u>1</u>			
<b>TOTAL:</b>	<b>11/1/99 to Date</b>	<b>Estimated Investment for Subsequent Fiscal Year</b>	<b>Total Estimated to Complete Project</b>
Private Investment Undertaken (See Instructions)	\$ 13,500,000	\$ -	\$ 13,500,000
Public Investment Undertaken	\$ 16,000,000	\$ -	\$ 16,000,000
Ratio of Private/Public Investment	27/32		27/32

**Project 1: \*IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE**

Multi-Modal Station			
Private Investment Undertaken (See Instructions)	\$ 13,500,000		\$ 13,500,000
Public Investment Undertaken	\$ 16,000,000		\$ 16,000,000
Ratio of Private/Public Investment	27/32		27/32

**Project 2:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 3:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 4:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

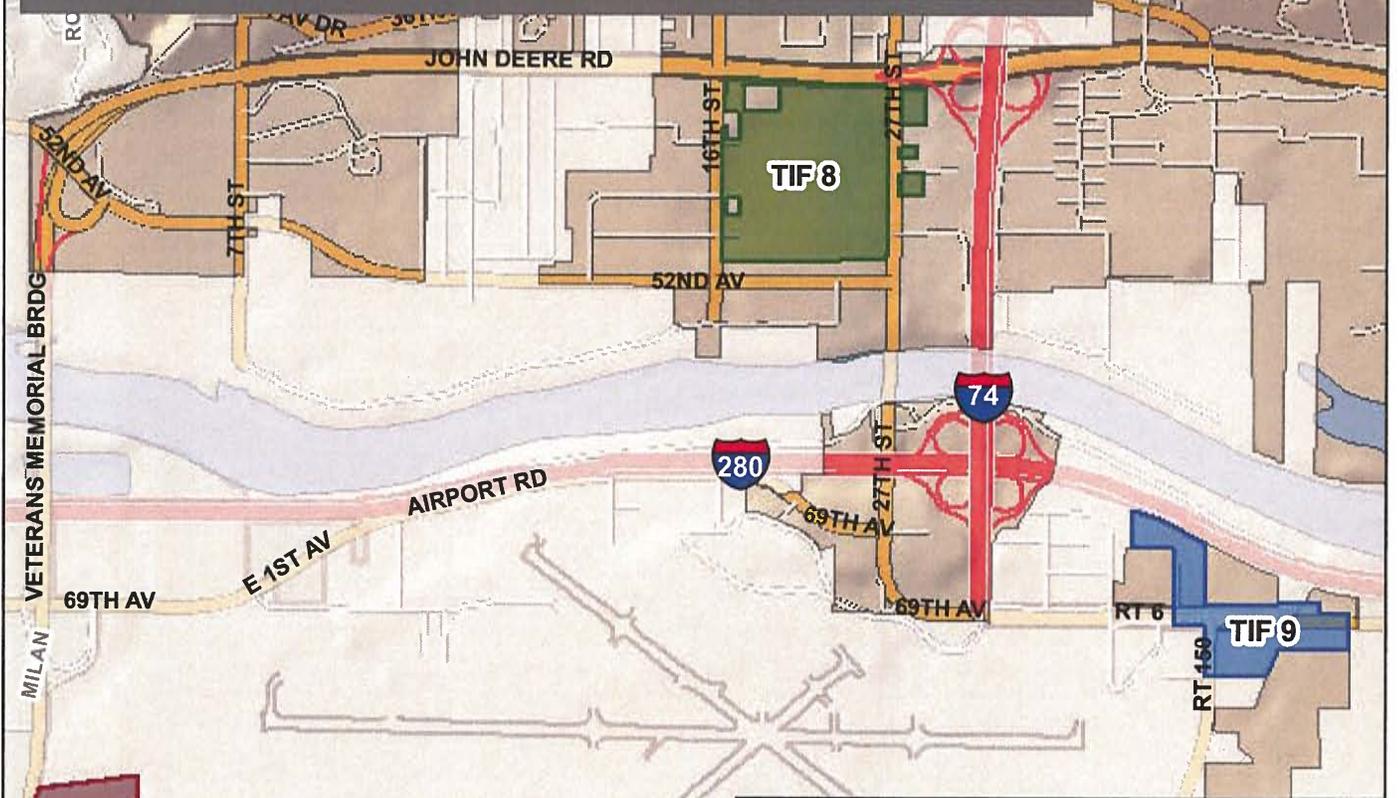
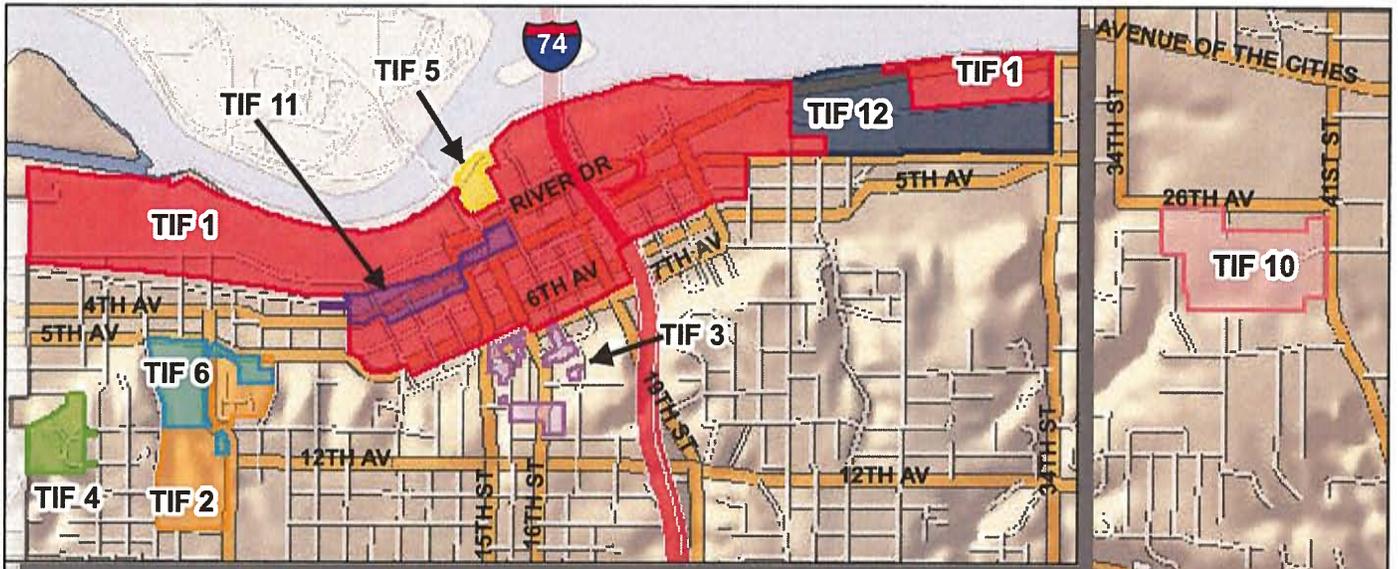
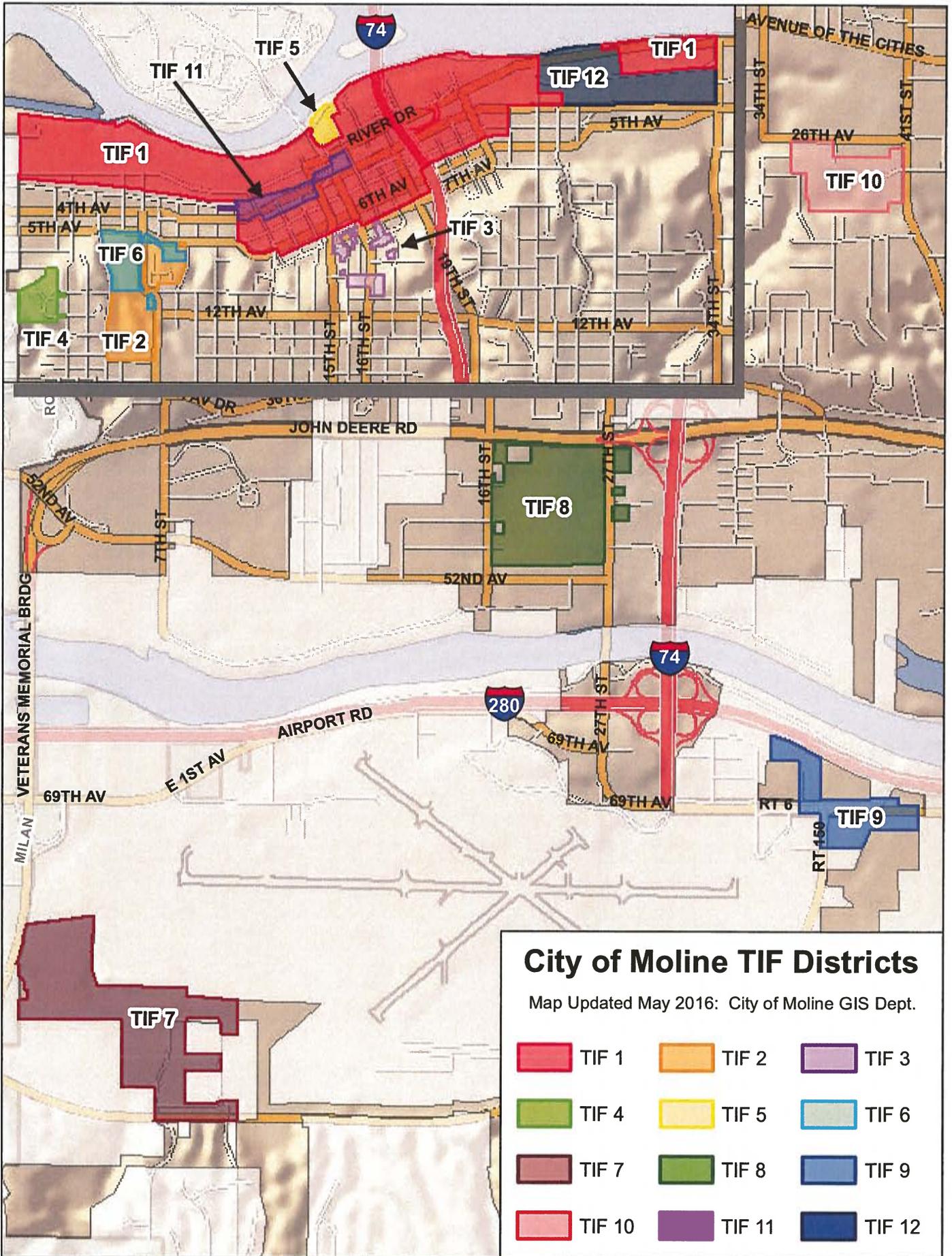
**Project 5:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 6:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0





TIF 1-12

Certification of Chief Executive Officer

I, Scott Raes, 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 2015 (January 1 – December 31).

6/10/2016  
Date

Scott Raes  
Scott Raes, Mayor

TIF 1-12

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 2015 (January 1 - December 31).

6/9/16  
Date

  
Maureen Riggs, City Attorney

**TIF - Multi-Modal**

**ACTIVITIES STATEMENT**

- Concept of a development project at the site of the former John Deere Collectors Center, 320 16<sup>th</sup> Street
- Amendment to Intergovernmental Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District for the Multi-Modal Facility Project

Council Bill/Special Ordinance No. 4003-2015

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

A SPECIAL ORDINANCE

**AUTHORIZING** the Mayor and City Clerk to execute a Second Amendment to and Restatement of Development Agreement between the City of Moline and Moline Promenade Investors, LLC for the Quad Cities Multi-Modal Station and Element Hotel.

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**WHEREAS**, the City entered into a Development Agreement with Moline Promenade Investors, LLC ("Developer") for the Quad Cities Multi-Modal Station project ("Project") in November 2013; and

**WHEREAS**, the agreement provided, in part, that Developer would renovate the former O'Rourke Building into an extended stay hotel and retail and commercial outlets; and

**WHEREAS**, due to the inefficiencies and higher costs associated with renovating the existing warehouse building into an upscale extended stay hotel (versus new construction), the Developer has experienced higher construction costs of an additional Two Million Six Hundred Thousand Dollars (\$2,600,000) to build the Element Hotel at the former O'Rourke Building; and

**WHEREAS**, the increased costs coupled with site and building preparation costs not budgeted at the time of the original agreement bring the total Project cost to Thirteen Million Five Hundred Thousand Dollars (\$13,500,000); and

**WHEREAS**, in an effort to prevent the Developer from withdrawing from this Project due to the economic unfeasibility of the hotel and to prevent opening of the train station in an otherwise vacant building, City staff renegotiated with the Developer to ensure the viability of this Project; and

**WHEREAS**, for the private development to be financially feasible and for which the Private Project would not proceed without said assistance, City will convey the private portions of the O'Rourke Building to Developer and rebate to Developer for Tax Increment Financing ("TIF") eligible expenses pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("the Act"), as well as the City's hotel-motel use tax up to One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000), which would be paid out over an estimated eleven years; this incentive represents 14.25% of total project costs; and

**WHEREAS**, in return, the City will receive a renovated O'Rourke Building with a 95-room hotel, restaurants and commercial retail space to complement the train station, and reimbursement of its eligible costs as defined by the Act through increment generated from the Project; and

**WHEREAS**, the City believes the Project fulfills the terms of the TIGER II Grant fund requirements and will carry out the Public Project in accordance with those requirements and will incentivize the Developer so that the Project is financially feasible; and

WHEREAS, the City believes the Project as set forth in the Amendment to and Restatement of Development Agreement is in the vital and best interests of City and its residents, and is in accord with its duty, authority, and the public purposes and conditions arising under applicable state and local laws and requirements; and

WHEREAS, this Second Amendment to and Restatement of Development Agreement will replace and supersede the Development Agreement and the First Amendment thereto.

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 Second Amendment to and Restatement of Development Agreement between the City of Moline and Moline Promenade Investors, LLC for the Quad Cities Multi-Modal Station and Element Hotel; provided, however, that said Second Amendment to and Restatement of Development 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.

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

CITY OF MOLINE, ILLINOIS

Scott Raes  
Mayor 3.3.2015

Date

Passed: 3.3.2015

Approved: 3.10.2015

Attest: Tracy Allmander  
City Clerk

Approved as to Form:

Mauer Ego  
City Attorney

## Memorandum

To: Tracy Koranda, City Clerk

From: Vickie Felger, Legal Services Specialist *vf*

Date: February 5, 2015

Re: 02/10/15 COW – Multi-Modal Station 2<sup>nd</sup> Amendment to DA

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- Attachment: Second Amendment to and Restatement of Development Agreement – 3 originals
- Action: Upon CC approval, obtain Mayor's signature, attest and return all to me to notarize.

Thank you.

:vlf(ext. 2010)

**SECOND AMENDMENT TO AND RESTATEMENT OF DEVELOPMENT  
AGREEMENT**

**Between the  
CITY OF MOLINE, ILLINOIS  
and  
MOLINE PROMENADE INVESTORS, LLC**

**FOR**

**THE QUAD CITIES MULTI-MODAL STATION**

THIS AGREEMENT ("Agreement") made and entered into on this 3<sup>rd</sup> day of March, 2015, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and Moline Promenade Investors, LLC, an Illinois limited liability company ("Developer"), collectively ("the Parties").

**RECITALS:**

WHEREAS, in 2010, Illinois Governor Pat Quinn committed \$45 million in State Capital funds to implement Amtrak service from Chicago to the Quad Cities, and it was decided that the station serving the Quad Cities would be located in downtown Moline, Illinois; and

WHEREAS, the City of Moline, Illinois, received \$10 million in federal TIGER II grant funds, to be administered through MetroLINK, for the construction of the Multi-Modal Station ("MMS") for Amtrak service and an additional \$6 million was allocated to the project through state and local contributions; and

WHEREAS, the O'Rourke Building, a six-story warehouse located on a 1.28 acre parcel at 12<sup>th</sup> Street and 4<sup>th</sup> Avenue, has been designated as the location for the MMS; and

WHEREAS, the first floor of the O'Rourke Building will be renovated, and portions of it will be reserved for transportation purposes; the remainder of the first floor and the upper floors will be renovated for private development by the Developer to include retail outlets on the first floor as well as an extended stay, limited service hotel on floors 2-6 and a three-to-four story addition on the East single-story building roof; and

WHEREAS, City and Developer seek to engage in a public-private partnership to add transportation related development to the site and to attract users to the site for transportation purposes as well as for other commercial and retail opportunities; and

WHEREAS, City and Developer executed a Development Agreement for the Quad Cities Multi-Modal Station on November 12, 2013 and executed the First Amendment to the Development Agreement effective June 17, 2014; and

WHEREAS, the Project has been refined and the scope has changed so that the City and Developer wish to replace the Development Agreement and the First Amendment thereto with

this Second Amendment to and Restatement of Development Agreement which will supersede all prior agreements between the Parties; and

WHEREAS, City will use federal and state grant funds to construct and renovate the transportation-related spaces in the MMS, including the access ways on first floor, the waiting area for Amtrak passengers, the office area/IT space for Amtrak, the roof, the skywalk across the train tracks, landscaping, streetscaping, public restrooms, one elevator and other building and site improvements deemed eligible per the applicable federal and state grant requirements; and

WHEREAS, Developer will use private funds to construct and develop the private development on portions of the basement, first floor and all upper floors of the O'Rourke Building for a total project cost of approximately Thirteen Million Five Hundred Thousand Dollars (\$13,500,000); and

WHEREAS, for the private development to be financially feasible, City will convey the private portions of the O'Rourke Building to Developer and the City will rebate to itself the property acquisition cost and other eligible expenses incurred in furtherance of this Development pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("the Act"); and

WHEREAS, for the private development to be financially feasible and for which the Private Project would not proceed without said assistance, City will rebate to Developer for Tax Increment Financing ("TIF") eligible expenses pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("the Act") as well as the City's hotel-motel use tax up to One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000.00)

WHEREAS, for City to grant said incentives, the Private Project (as hereinafter defined) must meet certain conditions, including, but not limited to, all property within the Private Project remaining property tax eligible through the year 2036, as set forth in this Agreement, along with other conditions; and

WHEREAS, City believes the Project (as hereinafter defined) to be located as set forth in Exhibit "A" and the fulfillment generally of the terms of this Agreement are in the vital and best interests of 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; and

WHEREAS, City believes the Project fulfills the terms of the TIGER II Grant fund requirements and will carry out the Public Project in accordance with those requirements and will incentivize the Developer so that the Project is financially feasible.

NOW, THEREFORE, in consideration of the foregoing recitals, which are meant to be substantive and binding and not superfluous, 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:

## **I. DEFINITIONS.**

The Parties believe that certain definitions will help in determining the meaning and carrying out the terms and understandings of this Agreement, and therefore agree to the following definitions which shall have the meanings ascribed to them as set forth below:

**Construction Budget:** The budget that delineates what items will be constructed using private funds and what items will be constructed using public funds, whether State or Federal or otherwise, and what amounts are allocated for each line item. All items to be constructed using public funds will be subject to approval of the appropriate federal and state funding agencies. The Construction Budget is attached as Exhibit "D."

**Construction Documents:** Those documents in which the Design Development Documents are refined to include all detailed final working drawings and specifications.

**Design Development Documents:** A set of architectural drawings consistent with the approved Schematic Design Documents.

**Development Agreement:** This Agreement between the City of Moline, Illinois, and Moline Promenade Investors, LLC, and any amendments thereto.

**Development Timetable:** The comprehensive detailed construction schedule attached as Exhibit "G," to which the Parties shall use their best efforts to adhere, subject to Unavoidable Delays.

**Private Project:** The portion of the Project that will be funded entirely by private funds and constructed and developed by Developer for an extended stay hotel and for retail and commercial development. The Private Project consists of the development of condominium Units 1 and 3-8 as generally described in pages 3-10 of the Schematic Design Documents attached hereto as Exhibit "B" and defined herein below.

**Private Project Property:** The seven condominium units of the O'Rourke Building to be sold to Developer and developed as depicted in pages 3-10 of the Schematic Design Documents attached hereto as Exhibit "B." Condominium Unit 1 will be the extended stay hotel on part of first floor and all of the upper floors and Condominium Units 3-8 will be comprised of retail and commercial development on part of the basement level, first floor and rooftop, subject to the terms and conditions of the cell tower easement more particularly described in Section II.B.i below.

**Project:** The entire development of the MMS and site, including both the Public and Private Projects as defined herein.

**Project Documents:** The Schematic Design Documents, Design Development Documents and the Construction Documents, including any amendments and modifications thereto.

**Project Property:** That entire property which is the subject of this Agreement and which is legally described in Exhibit "A," attached hereto and by this reference incorporated herein as if set out at this point.

**Public Project:** The portion of the Project that will be funded from public sources including federal and state grants as well as City contributions (other than the TIF rebate being given to Developer) and that includes condominium Unit 2 as generally described in pages 3 and 4 of the Schematic Design Documents attached hereto as Exhibit "B," as well as the remainder of the site and that does not include condominium Units 1 and 3-8 of the O'Rourke Building.

**Schematic Design Documents:** Two drawings and written descriptions which establish the design concepts for the Project as set forth in Exhibit "B."

**Unavoidable Delays:** Act of God, casualties, war, embargo, riots, strikes, unavailability of materials (but not failure of a party to pay for such materials), litigation commenced by third persons (including litigation seeking to enjoin the ability of a party to act), and all other acts or omissions, causes or events which are with respect to a party beyond that party's control including, but not limited to, any delays caused by railroads servicing the Project, the Federal Transit Administration ("FTA"), the Illinois Department of Transportation ("IDOT") or any other governmental agency that exercises oversight and control over the Project.

## **II. SALE AND PURCHASE OF PROPERTY.**

- A. City will cause the O'Rourke Building (situated on Lots 5, 6, and 7 of Block 15 and portion of Lot 8 upon which O'Rourke Building sits, if any) to be placed in a condominium regime pursuant to the Illinois Condominium Property Act, 765 ILCS 605/1 *et seq.*, generally comprised of nine (9) principal condominium units (with such separately designated sub-units as the Parties deem appropriate upon completion of Design Development Documents) as follows:
- i. Unit 1 – Hotel (comprised of lobby area on first floor and also all upper floors, including the three-to-four story addition on the East single-story building roof and a portion of the basement);
  - ii. Unit 2 – Train station and transportation-related area on first floor;
  - iii. Unit 3 – Commercial-retail space on first floor.
  - iv. Unit 4 – Commercial-retail space on first floor.
  - v. Unit 5 – Commercial-retail space on first floor.
  - vi. Unit 6 – Commercial-retail space on first floor.
  - vii. Unit 7 – Commercial-retail space on basement level Hotel and related uses.
  - vii. Unit 8 – Commercial-retail space on basement level.

The condominium regime shall be in a form and substance mutually acceptable to City and Developer. City shall retain ownership of Unit 2.

- B. City will convey to the Developer the Private Project Property (condominium Units 1 and 3-8 as generally described on Exhibit "B") for One Dollar.
- i. Said purchase shall be pursuant to a standard Rock Island County form purchase agreement with all costs and expenses paid as is customary in an ordinary purchase and sale of commercial real estate in Rock Island County, Illinois. The Private Project Property shall be conveyed and delivered to Developer from the City via a standard warranty deed, free and clear of all liens and encumbrances except those covenants, conditions, and easements that may be contained in the condominium declaration and the terms and conditions of that Memorandum of Easement and Lease Purchase Agreement between High Rent, L.L.C. (Landlord) and Telecom Lease Advisors, LLC (TLA) dated March 1, 2010, filed April 26, 2010 as Document No. 2010-09815, and Easement Agreement between High Rent L.L.C. (Owner) and Telecom Lease Advisors, LLC (grantee) dated March 1, 2010, filed April 26, 2010 as Document No. 2010-09814, the Special Warranty Deed between Telecom Lease Advisors, LLC (Grantor) and Crown Castle Towers 06-2 (Grantee) dated April 27, 2010 filed May 25, 2010 as Document No. 2010-12434, the Assignment and Assumption of Easement and Lease Purchase Agreement between Telecom Lease Advisors, LLC (Assignor) and Crown Castle Towers 06-2, LLC (Assignee) dated April 30, 2010, filed May 25, 2010 as Document 2010-12435. Seller shall deliver and pay the costs of an owner's title insurance policy for the Private Project Property conveyance to Developer. The Purchase Agreement for the Private Project Property is attached hereto and incorporated herein by reference as Exhibit "C".
- a. The conveyance of the Private Project Property shall occur no later than May 1, 2015. Should construction commence prior to conveyance of the Private Project Property, Developer shall indemnify and hold City harmless from any and all claims arising out of the construction and use of the Private Project Property by Developer or any third party under Developer's direction or control. Should the conveyance occur prior to completion of the public improvements, City shall indemnify and hold Developer harmless from any and all claims arising out of the construction and use of the Private Project Property by City or any third party under City's direction or control.
- ii. Condominium Units 1 and 3-8 will be conveyed to the Developer in "as is" condition, though the City will give Developer the "No Further Remediation" letter ("NFR Letter") from the Illinois Environmental Protection Agency that the City has obtained as to ground contamination prior to Developer taking title to the Property. City shall also remove all lead paint and asbestos from the property, except from windows and

window frames, and provide a qualified environmental engineer's certification of such removal to Developer. Although the Parties contemplate that the bulk of such remediation will be completed prior to Developer purchasing the property, it is understood that certain items, including, but not limited to, removal of lead paint and asbestos, may, according to agreement between City and Developer, be deferred and identified as items to be completed at City expense post-closing when necessary or appropriate to preserve project weather protection or to promote efficiency. This abatement work is being paid for by 80% TIGER II grant money and 20% State Capital grant money.

- iii. Developer shall allow for access by the City, or control in case of default, to the roof and exterior walls and any other part of the premises improved by TIGER or State funds as part of the Multi-Modal Station Project, as required by FTA or other pertinent State or Federal guidelines, regardless of whether these parts of the premises are considered to be part of condominium Units 1 or 3-8.
- iv. In the event that Developer fails to commence development or to develop the Private Project Property within the timelines set forth in this Agreement as extended by Unavoidable Delays or terminates this Agreement prior to the issuance of a Certificate of Occupancy, or in the event the Developer is found to be in default of this Agreement, based on at least sixty (60) days prior written notice of default and opportunity to cure from the City, with all applicable cure periods having expired subsequent to the conveyance of any of the parcels, then the Developer, at the request of the City, shall convey title to the Private Project Property back to the City, upon written demand to do so by the City. Should the City exercise its right to reverter after construction mortgage and other liens are placed on the Private Project Property, the City must satisfy or mutually settle all liens on the Private Project Property before reverter can occur.

- C. City will give right of first refusal to Developer for purchase of any adjoining property to Private Project Property that is owned by the City, under purchase contract by the City, or subject to a purchase option in favor of the City. Once notified of such property to which the right attaches, Developer must respond to City within 30 days of its intention to purchase said property and must close on the property within 90 days. If Developer fails to respond within 30 days, Developer's right to first refusal for that particular property shall be extinguished, and City may proceed with a sale of the property to a third party. If Developer exercises its right to purchase a property, it must make good faith efforts to close on the property within 90 days unless otherwise agreed to by the Parties. Any delay in the closing date caused solely by City shall toll the 90 day period. This right of first refusal shall expire on December 31, 2019.

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

- A. **Developer's Obligation to Obtain Debt and Equity Financing.** 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 Developer's discretion by not later than 120 days from execution of this Agreement. City will have no obligation to perform any action otherwise required herein until Developer provides the City with a letter demonstrating its ability to obtain equity financing and construction debt financing ("Comfort Letter") at the time of execution of this Agreement. The City will be obligated to perform its obligations hereunder for 120 days after execution of this Agreement upon receipt of the Comfort Letter. The City will not be obligated to perform any action required herein after the 120th day from execution of this Agreement unless Developer provides the City with evidence of its actual equity financing and construction debt financing commitment to complete the entire Private Project within 120 days of execution of this Agreement.
- B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual Private Project costs incurred, which have been certified to the City by the Developer. Failure to provide an independently verified accounting of Private Project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs IV.C and D. herein, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

### **IV. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.**

The following sets forth certain intentions, undertakings and contractual obligations and responsibilities of the City to Developer under this Agreement, subject to certain responsibilities of Developer as set forth in this Agreement (including, but not limited to, substantial compliance with the development timetable as extended by Unavoidable Delays set forth on Exhibit "G" attached hereto):

- A. **Creation of a new TIF District.** The City of Moline adopted Council Bill/General Ordinance No.3042-2013, which provided for the creation of a new TIF District for the Multi Modal Station Redevelopment Project Area. The City created the new TIF district to provide for financing of public parking for the Project as well as to provide reimbursement of eligible expenses from the Project incurred by the City for property acquisition and by Developer.
- B. **Maximum TIF Payment.** The City's total payment to Developer paid from the net incremental real estate tax generated by the Private Project under this section as well as any other rebate set forth herein shall not exceed One Million Nine

Hundred Twenty-Five Thousand Dollars (\$1,925,000.00) ("Maximum TIF Payment") and shall not extend beyond December 31, 2036, which is the maximum length of the proposed TIF district.

The estimated total project cost for the Private Project is Thirteen Million Five Hundred Thousand Dollars (\$13,500,000.00). In no event shall the maximum total assistance to Developer from the City ever exceed One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000.00) distributed from the property tax or any other rebate ("Maximum TIF Payment").

C. Property Tax Rebate. Subject to the qualifications and limitations contained in this Agreement and subject further to Developer paying the Guaranteed Minimum Property Tax Payment required herein when property taxes are due and payable, the City shall pay through its TIF Fund to Developer the net incremental annual real estate taxes as follows:

- 2016-2026 : Developer shall receive 50% of increment from the Private Project Property.
- 2027: Developer shall receive a rebate equal to the amount needed to reach the Maximum TIF Payment. However, the TIF District expires in 2036, it being understood that should the Maximum TIF Payment (which includes the amount rebated for hotel-motel taxes as set forth in Section F.) be paid prior to any of the dates listed on this schedule, then no additional amount will be due or owing from the City, but payments shall continue until the Maximum TIF Payment has been reached up to and including the year 2036. In no event will any payment be made after 2036.

The net incremental annual real estate taxes shall be used by the Developer only for eligible redevelopment costs under the Act (65 ILCS 5/11-74.4-3).

The base year for computation purposes of the net annual increment is agreed to be 2013, and the base Equalized Assessed Valuation (EAV) for the base year 2013 is \$0. The property tax rebate period will start with the first full year that the Private Project Property is assessed, which is estimated to be assessment year 2016 and payment year 2017. An illustrative example of the payments called for under this paragraph is shown in Exhibit "E" attached hereto and incorporated by reference herein, however these payment amounts are for example only and in no way constitute the payment schedule for the Maximum TIF Payment. The payment shall be from the incremental property tax generated solely by the Private Project Property and paid to the City's TIF Account. The City shall remit the property tax rebate to the Developer within thirty (30) days after receipt of total annual payment into said City's TIF Account from Rock Island County or within thirty (30) days after receipt by City of the Guaranteed Minimum Property Tax Payment.

The Parties agree that the figures shown in Exhibit "E" are for illustrative purposes, and the actual annual payments to be made in any given year may be more or less than the amount shown or may be \$0 depending upon the actual experience.

- D. 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 "H") incurred or incidental to the Private Project.
- E. Final Payment. Upon final payment to reach the Maximum TIF Payment or upon expiration of the TIF district, 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.
- F. Hotel-Motel Use Tax Rebate. In addition to the Property Tax Rebate, City agrees to rebate to Developer a portion of the hotel-motel use tax revenues generated annually from the Hotel portion of the Private Project Property and paid to the City, until the Maximum TIF Payment is reached. The City's current hotel-motel tax rate is 7%. The City remits 25% of all hotel-motel use tax revenues from hotels and motels in the City to the Quad Cities Visitors and Convention Bureau ("QCCVB"). City agrees to rebate to Developer 50% of the remaining hotel-motel use tax revenues from the Hotel portion of the Private Project Property after the first 25% of the hotel-motel use tax revenues are subtracted from the total revenues for the Hotel and set aside for the QCCVB. While this rebate is not a property tax rebate, it is to be considered to be part of the total rebate amount to Developer, which is the Maximum TIF Payment or One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000.00).
- G. 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.
- H. 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.
- I. 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.
- J. Enterprise Zone Benefits. 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. City will cooperate and assist Developer in its application for all Enterprise Zone benefits, if any, but City does not warrant or assure or guarantee that any such benefits will be available to Developer.

- K. Incentives to Other Hotels. City agrees not to provide economic incentives to any new limited service hotel within the downtown area as defined by 12<sup>th</sup> Street on the west to 38<sup>th</sup> Street on the east and from 7<sup>th</sup> Avenue on the south to the Mississippi River, for a period of five years from the date of execution of this Agreement. Further, the City agrees not to provide incentives to any hotel developer within the downtown area until the hotel for this Project has been completed and open for a reasonable period of time, up to one year, to stabilize in the extended stay market. This paragraph does not apply to Enterprise Zone benefits that would be available to a new hotel Developer without any action by the City.
- L. Parking. City hereby grants to Developer the right to lease 100 parking spaces in the 12<sup>th</sup> Street Parking Lot to the west of the Hotel in condominium Unit 1. The west lot is owned by the City and will be improved using City funds and will be maintained by the City. Rent shall be at \$50 per space per month with a 2% annual increase for the first ten (10) years from the date the Certificate of Occupancy is issued for the Hotel and at then applicable market rates thereafter, but in no case shall rent be less than \$50 per space. City agrees to use reasonable efforts to have parking available by the time the Hotel is scheduled to be open.
- M. Permit Fees. Developer will be exempt from paying permit fees for the Private Project but shall pay for plan review and follow all existing building codes in effect at the time of execution of this Agreement.
- N. Timelines for Train Service. The City agrees to aid and assist Developer in enforcing timelines for funding of the public improvements, implementing train service, and completing construction by MetroLINK as administrator of the TIGER II grant. The Parties understand and acknowledge that neither the City nor MetroLINK have control over the start dates for train service or timing of receipt of the grant funds but that the City will work expeditiously to ensure these activities occur in a timely manner.
- O. Maintenance of Public Areas: The public areas of the property, being condominium Unit 2, are subject to an Intergovernmental Agreement between MetroLINK and the City whereby MetroLINK will operate such public areas. The City and Developer will enter into an agreement whereby City or its assigns will contract with Developer or its assigns to provide maintenance services for such public areas.

- P. **Prevailing Wage.** The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to the Private 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.

V. **DEVELOPER AGREEMENT TO DEVELOP PROPERTY.**

- A. Upon the execution of this Agreement, the Developer shall complete the Private Project substantially in accordance with the plans and specifications for the Private Project, which plans and specifications must be approved by City prior to commencement of the Private Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Private Project, in accordance with all applicable rules, codes, regulations, ordinances and laws, including without limitation, the City's PMT/DBMT process and any Federal Transit Authority or other federal or state requirements that may apply to the Private Project. Further, Developer confirms that development, use of and construction on the Private Project Property, shall at all times comply with and be in accordance with this Agreement, Final Plat of Subdivision, Zoning Code, Subdivision Code and any special use granted in connection therewith, the Final Development Plan, the Landscape Plan, Elevations Plan, governing documents including any Homeowners or Condominium Association Documents, and all other requirements of law, it being understood that in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the City, as determined by the City Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

B. **Project Elements.** Developer agrees to complete the following Project Elements:

- i. Developer will build an approximate 95-room extended stay hotel on floors 2-6 and new three-to-four story addition on the east building roof of the O'Rourke Building using "Private Funds" (being defined as all sources of funding other than the existing federal TIGER II and State of Illinois Capital Assistance Funds grants). The hotel shall comprise Unit 1 and shall be built and finished in accordance with the Schematic Design Documents.
- ii. Developer will finish out the retail or commercial outlets on the 1<sup>st</sup> floor and in the basement of O'Rourke Building, separate from common public

space for passenger rail service, using Private Funds. Developer will be solely responsible for leasing retail or commercial space and maintaining commercial or retail space. The retail or commercial outlets in the basement and on the 1<sup>st</sup> Floor shall comprise Units 5, 6, 7 and 8 and shall be built and finished in accordance with the Schematic Design documents. Developer shall complete a restaurant on the 1<sup>st</sup> Floor by the time the Hotel is completed. Developer shall use best efforts to lease, build out, and finish all other retail and commercial space. Until such time as the retail and commercial space is completed, Developer shall protect the retail and commercial outlets and keep them in a sightly condition. Developer may use exterior spaces outside of the O'Rourke Building for outdoor dining or other uses provided that Developer applies for and obtains a Licensing Agreement from the City for such uses.

- iii. Developer will split "Net Revenue" (defined as revenue after recovery by Developer of all Private Funds expended by Developer for build-out of space improvements over the condition at the time of completion of Public Project work amortized over the applicable lease terms, all operating expenses associated with the space, and a management fee of 5% of gross revenue) for the retail and/or commercial space on the first floor comprised of only Unit 5 and Unit 6 as follows: 75% to Developer and 25% to City. Revenue received by City will support operating and maintenance costs in Unit 2 and exterior spaces improved for transportation related use..
- iv. At all times during construction of the Private Project, Developer shall keep all routes used for construction traffic to be free and clear of mud, dirt, debris, obstructions and hazards and shall repair any damage to public property caused by such construction traffic.
- v. Developer will employ "green" technology to the extent reasonably and economically feasible in the renovation of the O'Rourke Building.
- vi. Developer warrants that it will be able to substantially meet a project timeline with commencement of construction during June 2015 and to substantially complete construction defined by the City issuing a Certificate of Occupancy for the Private Project by June 2016, all subject to extensions for Unavoidable Delays and following the completion of all public improvements.

- C. Code Compliance and Environmental Certification: Developer agrees to comply with all applicable building codes that are in effect as of the date of execution of this Agreement. Developer certifies that the Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinance. Developer also certifies that no utilities located on or in the Project shall be connected to the water, stormwater and sewer utilities belonging to the City

except in accordance with the applicable provisions of the City Code and upon payment of any connection fees required in the City Code.

D. Assessed Valuation and Payment of Property Taxes. Payment of property taxes for the Private Project Property shall be the responsibility of Developer, and in lieu of agreeing not to challenge or contest the equalized assessed valuation of the Private Project Property, Developer has agreed to pay a minimum amount of property taxes each year during the term of this Agreement for the hotel, which is condominium Unit 1, before any rebates are given. Developer and the City have estimated the annual property taxes for the hotel to be at least One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00). In order to assure funding for responsibilities and covenants herein contained, Developer hereby covenants and agrees that it shall pay the City any deficiency in the annual property taxes in the event the annual property taxes for the hotel are less than One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) for Years 1-3 and One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in Years 4-10 ("Guaranteed Minimum Property Tax Payment").

i. Year 1 will be the first year that the hotel is assessed for the entire year after a certificate of occupancy has been issued. That is, Developer will not be required to make a Guaranteed Minimum Property Tax Payment in the year that the hotel is completed if the assessed value for that year does not encompass the entire year.

E. Private Project Property Not to Be Tax Exempt: Developer acknowledges that the City cannot provide TIF incentives unless certain conditions are met, including but not limited to, owners or tenants of the Project, other than public tenants or users, being ad valorem real estate tax generating and taxpaying entities. It is understood and agreed by Developer that private tenants of the Project and Developer will not seek property tax exemption status during the duration of TIF #1 or any new TIF created for the Project. Further, Developer agrees that during the life of the TIF, as it relates to the Private Project Property, as defined within this Agreement, or later to be included in the Project, Developer:

i. shall exercise due diligence in determining if any person or entity attempting to lease or purchase is claiming tax exempt status;

ii. shall incorporate into any and all future leases or sales agreements for or related to the Private Project Property the following clauses: for a lease, "Tenant agrees that during the term of this lease it shall not seek tax exempt status;" for a sales agreement, "Buyer agrees that at no time during the life of the TIF related to this property will it seek tax exempt status;"

iii. shall not claim tax exempt status itself for any of the private areas of the Private Project Property, so long as it maintains ownership of the Private Project Property in the Project; and

iv. shall pay all property taxes for the Private Project when due and payable and in lieu of agreeing not to challenge or contest the equalized assessed valuation of the Private Project Property, Developer has agreed to pay a minimum amount of property taxes each year during the term of this Agreement.

F. Developer To Meet Deadlines. Developer understands and agrees that the meeting of deadlines subject to Unavoidable Delays as set forth in Exhibit "G" is necessary, in order to meet the terms of this Agreement and make City incentives possible. Developer understands a failure to substantially meet said deadlines is a material breach of this Agreement, unless an extension has been agreed to in writing by City. Notwithstanding the foregoing, Developer's development timeline shall be extended to the extent that the Public Portion timeline may be extended.

G. Developer Not to Sell Until Project Completion. Notwithstanding Article XIV, Developer agrees that until the Certificate of Occupancy for the Private Project is issued by the City, Developer, may not, without the City's consent (not to be unreasonably withheld): (i) enter into a merger, sale, transfer, conveyance, liquidation or consolidation that would have a materially adverse affect on the ability of the Developer to complete the Project; (ii) directly or indirectly sell or transfer (except for leases) all or substantially all of its assets; (iii) enter into any transaction outside the ordinary course of business that would materially and adversely affect the ability of the Developer to complete the Project; or (iv) assume or guarantee the obligations of any other person or entity that would materially and adversely affect the ability of Developer to complete the Project.

## VI. OBLIGATIONS OF CITY AND DEVELOPER AS TO CONSTRUCTION.

The Parties understand and agree that the construction for this Project is complex given the private/public aspect. To delineate responsibilities, the Parties agree to the following overall guidelines for construction.

A. MetroLINK and City will elicit bids, contract, and oversee construction of the public portions of the MMS, including the access ways on first floor, the waiting area for Amtrak passengers, the office area/IT space for Amtrak, the roof, the passenger rail platform, the skywalk across the train tracks, landscaping, streetscaping, public restrooms, parking and other public improvements as eligible under the TIGER and State grant funds and the core and shell of the entire O'Rourke Building.

B. Developer will elicit bids, contract and oversee construction (as applicable) to finish commercial areas not included in public improvements undertaken by

MetroLINK and City in the basement and on the first (ground) floor of the O'Rourke Building using Private Funds.

- C. Developer will elicit bids, contract and oversee construction of the extended stay hotel to be built on floors 2-6 and new three-to-four story addition on the east building roof of O'Rourke Building using Private Funds.
- D. Streetscaping will be undertaken using State and Federal grant funds.
- E. The Parties agree to construct the Project in accordance with the conceptual drawings attached hereto and incorporated herein by reference as Exhibit "H".
- F. The Parties agree to adhere to the construction schedule attached hereto and incorporated herein by reference as Exhibit "G" unless the Project is delayed by Unavoidable Delays. Should such Unavoidable Delays occur, the Parties agree to implement a revised schedule that is mutually agreeable to the Parties.
- G. A special use permit shall be applied for by the Developer and City in order to develop the Project Property as it is greater than 50,000 square feet. City makes no representation as to whether the permit will be granted, but City agrees that City staff will recommend approval of the special use to Plan Commission as long as the application meets all requirements.
- H. City will provide on-street parking along the north and south right-of-way of 4<sup>th</sup> Avenue, subject to approval by the Illinois Department of Transportation.
- I. The Parties shall work in good faith and cooperatively to mutually agree to the final construction budget with the agreement that only eligible costs will be allocated TIGER II and State grant monies.
- J. City and Developer shall participate in the Design Build Management Team ("DBMT") process through Renew Moline. Parties shall also participate in weekly contractor/architect meetings prior to and during construction. Any design conflicts between or among the architects or contractors shall be resolved through the DBMT process.
  - i. A MMS Centre Design/Build Management Team ("MMSDBMT") has been organized to bring together local public and private interests to facilitate and oversee the development of the Project, including the Public Project, the Private Project and Public Improvements. The MMSDBMT shall consist of representatives of the following entities: City; Renew Moline; MetroLINK; and Developer; and others deemed necessary as listed on Exhibit "F". Representatives may be employees of or contractors to each entity. Each entity may replace its representative at any time, although all entities will use their best efforts to maintain consistency of

representation on the MMSDBMT throughout the duration of this Agreement.

ii. **DESIGN DEVELOPMENT DOCUMENTS:** The Schematic Design Documents, attached hereto and incorporated herein by reference as Exhibit "B", represent the agreed-upon intended development and shall serve as the baseline for the Design Development Documents. Upon the execution of this Agreement, and until the approval or comment by the MMSDBMT of the Design Development Documents, Developer will keep the MMSDBMT advised of proposed changes from the Schematic Design Documents. The MMSDBMT may also propose changes to the Schematic Design Documents. None of the parties may invoke a change from the Schematic Design Documents over the objection of another party. At a minimum, every seven (7) days until the MMSDBMT gives its final comments or approval with respect to the final Design Development Documents, Developer shall report to the MMSDBMT any proposed changes from the Schematic Design Documents developed by it and, if the MMSDBMT so requests in writing to the Developer, it shall supply to the MMSDBMT the design documents in process that relate to the proposed changes from the Schematic Design Documents. The MMSDBMT may at any time review design documents in process at Developer's place of business, and Developer will cooperate in any such reviews. The MMSDBMT agrees to advise the Developer, in writing, of any formal objections to the design documents in process, so as to facilitate a more efficient and effective completion of the Design Development Documents.

a. Developer, as the designing party, will provide to the MMSDBMT the proposed final Design Development Documents for the Private Project for review and comment on the final Project Design Development Documents by the MMSDBMT, as consistent with the Schematic Design Documents and any mutually approved changes thereto. In order to provide sufficient time to coordinate meeting schedules with all MMSDBMT members and other interested parties, Developer shall provide a seven (7) work day advance notice to the MMSDBMT of its intent to submit final Design Development Documents to the MMSDBMT.

b. The MMSDBMT shall review the proposed final Design Development Documents so submitted for conformance to the Schematic Design Documents within seven (7) work days of the date on which such materials are submitted by Developer. If the MMSDBMT finds the proposed Design Development Documents submitted are in conformance with the approved Schematic Design Documents and this Agreement and that all changes from the Schematic Design Documents have been completed, the MMSDBMT shall cause one copy of them to be executed by its appropriate official so indicating and to be returned to Developer

within such period. A second set shall be maintained on file with the MMSDBMT.

c. If the MMSDBMT finds that the materials submitted as to the Private Project are not in conformance with the Schematic Design Documents, and thus declines to approve them, it shall provide to Developer within such seven (7) work day period a signed letter indicating with reasonable specificity the areas in which the MMSDBMT believes there is nonconformance and shall also indicate such adjustments the MMSDBMT believes are necessary to make them conform to the Schematic Design Documents. Developer may then submit such revisions to the proposed Design Development Documents as it deems necessary to address the objections of the MMSDBMT (in which case the MMSDBMT must respond within seven (7) work days after receipt of such revisions in the manner indicated above). This process and requirements of timing shall continue until the Design Development Documents conform to the Schematic Design Documents and any mutually approved amendments thereto, except that after the initial submittal, Developer shall not be required to provide advance notice of additional submittals. Failure to prepare and submit Design Development Documents that conform to the Schematic Design Documents and any mutually approved amendments thereto shall be a default of this Agreement, provided that the MMSDBMT shall not unreasonably withhold its approval of Design Development Documents that substantially conform to the Schematic Design Documents. If the MMSDBMT fails to respond within any of the aforesaid seven (7) day periods, the proposed Design Development Documents so submitted shall be deemed approved and the MMSDBMT shall, upon request, execute a certificate of approval, but failure to receive the certificate shall not preclude a designing party from commencing preparation of the Construction Documents. Prior to action by the MMSDBMT on the Design Development Documents or changes to the Schematic Design Documents, some or all of the members of the MMSDBMT may review the plans and documents submitted by Developer with other area property owners and other interested parties and seek their comments, concerns and suggestions.

- iii. **CONSTRUCTION DOCUMENTS:** The Design Development Documents shall serve as the baseline for the Construction Documents. From the completion of the Design Development Documents until the completion of the final Construction Documents, Developer will keep the MMSDBMT advised of all material changes from the Design Development Documents. The MMSDBMT may also propose changes from the Design Development Documents. The MMSDBMT may, at any time and at its own expense, review and copy the Construction Documents in process at the designing party's place of business and that designing party will cooperate in any such reviews. Prior to making application for a building

permit or undertaking any construction of the Private Project, Developer will provide to the MMSDBMT the proposed final Construction Documents. The MMSDBMT shall review the proposed final Construction Documents so submitted for conformance to the Design Development Documents following the same procedures and time frames prescribed above for the review and approval of the Design Development Documents.

iv. **CONSTRUCTION PROCEDURES:** The MMSDBMT shall have the ongoing right, at its expense, to inspect the Private Project during construction for compliance with the Construction Documents, and all shall cooperate with such inspection.

a. Developer will substantially comply with the respective safety programs of the MMSDBMT participants and uniformly implement such programs with regard to the Private Project.

b. During the course of construction, Developer will grant to the City and any public utility company, as may be appropriate, the right to enter the Private Project site at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within and upon the Private Project site. The parties, in coming upon the Private Project site, will not unreasonably interfere with the progress of construction as a result of such inspection. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

## **VII. 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 TIF 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 City. The City further represents to Developer that it has fully complied with and satisfied the requirements of the TIF Act pertaining to the establishment of the TIF District referenced herein and in entering into this Agreement. 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 City pursuant to its legal power and authority to do so. When executed and delivered by the City to Developer, all such agreements shall constitute a legal, valid, and binding obligation of City, enforceable in accordance with the terms of all such agreements.

## **VIII. WARRANTIES OF THE DEVELOPER.**

A. Developer represents and warrants to City that Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois and that all proceedings of 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. Developer represents and warrants to City that this Agreement has been duly authorized, executed, and delivered by Developer, and will be enforceable against 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. Developer represents and warrants to 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 Developer may be a party or to which Developer may be subject, or any applicable federal or state law or municipal ordinance.

#### **IX. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT ("ADA").**

The Parties agree to meet all ADA accessibility requirements for the Project. Developer shall be responsible for ADA compliance for the Private Project and the City shall be responsible for ADA compliance for the Public Project. Notwithstanding the foregoing, City shall be responsible for provision of one elevator to be paid with TIGER finds, which will provide access to all floors of the Project.

#### **X. COMPLIANCE WITH STATE HISTORIC PRESERVATION OFFICE ("SHPO").**

The Parties agree to meet all of the requirements of the State Historic Preservation Office. Developer shall be responsible for SHPO compliance for the Private Project and the City shall be responsible for SHPO compliance for the Public Project.

#### **XI. FEDERAL TRANSIT AUTHORITY ("FTA") APPROVAL.**

The Parties acknowledge and agree that this Agreement is subject to FTA review and approval. Rejection of this Agreement by the FTA renders this Agreement null and void unless amended by the agreement of the Parties to FTA's satisfaction. Parties agree to negotiate in good faith to amend this Agreement in the event that it does not meet FTA approval. Should FTA fail to approve this Agreement within 90 days of submittal, either party may declare the Agreement null and void. In the event that public monies are not allocated or approved for Project wide improvements as budgeted herein, the Parties agree to negotiate alternative public funding sources for such improvements. The Public Project will abide by all applicable Federal requirements for all Public Project activities, including all work expending Federal, State and City funds to the Public Project.

## **XII. INDEMNIFICATION.**

- A. Developer shall indemnify and hold harmless 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:
- i. from the failure of Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by Developer) to timely pay any contractor, subcontractor, laborer or material man; and
  - ii. from any default or breach of the terms of this Agreement by Developer; and
  - iii. from any claim arising out of Developer's work and areas of responsibility on the Project during the construction period; and
  - iv. from any negligence or reckless or willful or wanton misconduct of Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by Developer); and
  - v. from any claims arising from or related to condominium Units 1 and 3 after the Project is completed.

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

- B. City shall indemnify and hold harmless Developer, 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:
- i. from the failure of City or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by City) to timely pay any contractor, subcontractor, laborer or material man; and
  - ii. from any default or breach of the terms of this Agreement by City; and

- iii. from any claim arising out of City's work and areas of responsibility on the Project during the construction period; and
- iv. from any negligence or reckless or willful or wanton misconduct of City or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by City); and
- v. from any claims arising from or related to condominium Unit 2 after the Project is completed.

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

- C. Developer or its assigns shall indemnify and hold City harmless from any and all claims and liabilities arising out of Developer's or assigns' plan and implementation of plan to obtain Historic Tax Credits for the rehabilitation work to the O'Rourke Building. City agrees to cooperate with and support, to a reasonable extent, Developer's seeking Historic Tax Credits for the project.

### **XIII. ENTIRE AGREEMENT.**

This document and exhibits hereto contain the entire agreement between Developer and 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 may be recorded and may be modified only by written amendment signed by Developer and City.

### **XIV. ASSIGNMENT.**

The Developer hereunder may assign the rights, duties, and obligations of Developer to affiliated entities. Other assignments may be made only with the prior written consent of City (which consent shall not unreasonably be withheld). If a request for consent is not denied in writing on or before thirty days (30) after written request, such consent shall be deemed given.

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

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

## **XVI. DEFAULT.**

The following shall be considered a "Default" under this Agreement and subject to the notice requirements and remedies set forth in Section XVII. of this Agreement:

- A. A material breach of this Agreement by either City or Developer.
- B. A material breach of any term or condition of the purchase agreement for the purchase and sale of the Private Project Property by either City or Developer.
- C. The Developer ceases to be permitted to do business in good standing in Illinois by the Secretary of State or other regulatory agency of the Illinois government for a period of ninety (90) days or more.

## **XVII. NOTICE OF DEFAULT AND REMEDIES UPON DEFAULT.**

- A. If, in City's reasonable judgment, Developer is in material Default of this Agreement, City shall provide Developer with a written statement indicating in adequate detail any failure on Developer's part to fulfill its obligations under this Agreement. Except and only as required to protect against further damages, City may not exercise any remedies against Developer in connection with such Default until thirty (30) days after giving such written 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 Developer diligently proceeds with such cure. If such Default is substantially cured within such extended period, the Default shall not be deemed to constitute a breach of this Agreement. A Default not substantially cured as provided above shall constitute a breach of this Agreement. Any failure or delay by 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 Developer materially fails to fulfill its obligations under this Agreement (including without limitation any incorporated agreements) after notice is given by City and any cure periods described in Paragraph A above have expired, City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including 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 Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Developer insolvent or unable to pay Developer's debts, or Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Developer or for the major part of the Developer's property, 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 City, to forthwith terminate this Agreement. To effect City's termination of this Agreement under this Section XVII.B., 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 XVII.B., in which event this Agreement by virtue of the recording of such certificate, shall become null and void and of no further force and effect.

- C. If, in Developer's reasonable judgment, City is in material Default of this Agreement, the Developer shall provide City with a written statement indicating in adequate detail any failure on City's part to fulfill its obligations under this Agreement. Except and only as required to protect against further damages, Developer may not exercise any remedies against City in connection with such failure until thirty (30) days after giving such written 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 City diligently proceeds with such cure. If such Default is substantially cured within such extended period, the Default shall not be deemed to constitute a breach of this Agreement. A Default not substantially cured as provided above shall constitute a breach of this Agreement. Any failure or delay by 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. If City materially fails to fulfill its obligations under this Agreement (including without limitation any incorporated agreements) after notice is given by Developer and any cure periods described in Paragraph C above have expired, Developer may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including 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 City, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or City makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for City or for the major part of the City's property, Developer 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 Developer, to forthwith terminate this Agreement. To effect Developer's termination of this Agreement under this Section XVII.D., Developer's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default stating that this Agreement is terminated pursuant to the provisions of this Section XVII.D., in which event this Agreement by virtue of the recording of such certificate, shall become null and void and of no further force and effect.

- E. 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 or seek any type of damages, 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.
- F. 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.
- G. Any and all remedies available to the City and Developer under the purchase agreement for the purchase and sale of the Private Project Property, shall be available and enforceable at the election of City or Developer herein, and this Agreement shall not limit but only expand said remedies available to City and Developer under such agreement.

#### **XVIII. NON-DISCRIMINATION.**

Developer agrees that neither the Project Property nor any portion thereof, shall be sold to, leased, or used by 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 Project Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

#### **XIX. 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:

If to Developer:

Moline Promenade Investors LLC  
Attn: Mahesh Amin, Member  
1415 River Drive  
Moline, IL 61265

If to the City:

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

With a copy to:  
Lane & Waterman LLP  
Attn: Terry M. Giebelstein, Esq.  
220 N. Main Street, Suite 600  
Davenport, IA 52801

With a copy to:  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Attn.: City Attorney and Planning  
and Economic Development Director

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

**XX. COUNTERPARTS.**

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

**XXI. HEADINGS.**

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

**XXII. 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.

**XXIII. SEVERABILITY; RULE AGAINST PERPETUITY.**

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. Further, if any provision of this Agreement or the application thereof would otherwise be unlawful, void, or voidable by reason of any applicable rule against perpetuities, then such provision or application shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of Barack Obama.

**XXIV. 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.

**XXV. 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.

The Parties further agree to good faith cooperation in executing the Project pursuant to this Agreement.

**XXVI. 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 such third 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**

DATED: March 3, 2015

Scott Raes

Scott Raes, Mayor

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

Approved as to form:

Maureen E. Riggs  
Maureen E. Riggs, City Attorney



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

#### **Project Property (Entire Property)**

##### **Parcel I**

Lots Five (5), Six (6) and Seven (7) in Block Fifteen (15) in that part of the City of Moline known as and called "Old or Original Town," excepting so much thereof as is owned and occupied by the Rock Island & Pacific Railway Co., situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

And

Easterly 0.50 inches of the 12<sup>th</sup> Street right-of-way along Lot 5 in Block 15 in that part of the City of Moline known as and called "Old or Original Town," South of the railroad; situated in the County of Rock Island and State of Illinois.

##### **Parcel II**

Lot Eight (8) in Block Fifteen (15) in that part of the City of Moline known as and called "Old or Original Town," excepting so much thereof as is owned and occupied by the Chicago, Rock Island and Pacific Railway Company, situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

And

Part of the 13<sup>th</sup> Street right-of-way, North of Fourth Avenue, South of the Chicago, Rock Island and Pacific Railway Company right-of-way and between Blocks 15 and 16 in that part of the City of Moline known as and called "Old or Original Town," situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; commonly described as right-of-way in the 300 Block of 13<sup>th</sup> Street, situated in the County of Rock Island and State of Illinois

##### **Parcel III**

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 Lots Five (5), Six (6), Seven (7), and Eight (8) in Block Sixteen (16) in that part of the Town (now City) of Moline, known as the "Old or Original Town," lying southerly of a line fifteen (15) feet southerly from, as measured at right angles to, and parallel to, the center line of Chicago, Rock Island and Pacific Railroad Company's eastbound main track, situated in the County of Rock Island and State of Illinois.

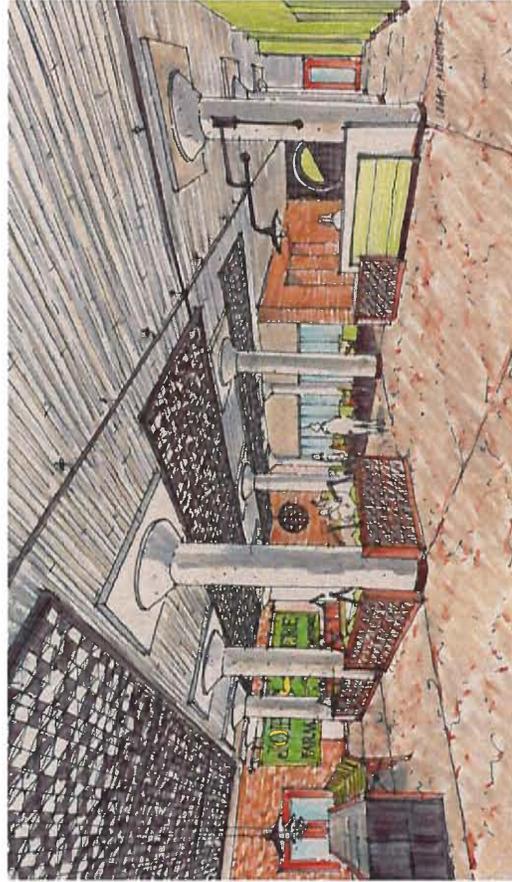
**EXHIBIT "B"**

**SCHEMATIC DESIGN DOCUMENTS**

# STARWOOD HOTELS AND RESORTS MOLINE ELEMENT HOTEL

3## 12th Street

Moline, Illinois 61265



SITE LOCATION MAP



## SCHEDULE OF DRAWINGS

NO.	DESCRIPTION	DATE
1	100% Schematic Design	February 2, 2015
2	90% Schematic Design	
3	80% Schematic Design	
4	70% Schematic Design	
5	60% Schematic Design	
6	50% Schematic Design	
7	40% Schematic Design	
8	30% Schematic Design	
9	20% Schematic Design	
10	10% Schematic Design	
11	Final Schematic Design	
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100	Final Schematic Design	

RELEASE  
100% Schematic Design

DATE OF ISSUE  
February 2, 2015

ARCHITECT'S PROJECT NUMBER  
214133.00

**LEGATARCHITECTS**  
sustainability performance design

The Amin Group  
Russell  
Construction

Starwood Element  
Hotel

3441 12th Street  
Moline, Illinois 61265

**LEGATARCHITECTS**  
140 North Main Street  
Moline, Illinois 61265  
P: 309.443.0000  
F: 309.443.0001  
www.legat.com

**Structural Engineer Name**  
MELTZER ENGINEERS  
140 North Main Street  
Moline, Illinois 61265  
P: 309.443.0000  
F: 309.443.0001  
www.melz.com

**Mechanical Engineer Name**  
MELTZER ENGINEERS  
140 North Main Street  
Moline, Illinois 61265  
P: 309.443.0000  
F: 309.443.0001  
www.melz.com

NO.	DESCRIPTION	DATE
1	100% Schematic Design	February 2, 2015
2	90% Schematic Design	
3	80% Schematic Design	
4	70% Schematic Design	
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100	Final Schematic Design	

**G-001**  
Project Status

**LEGATARCHITECTS**  
sustainability performance design

Star City, Missouri  
 Address: 63125

**ARCHITECT**  
 Legat Architects  
 3000 Northline Lane 1  
 St. Louis, MO 63108  
 P: 314.241.0000  
 F: 314.241.0000  
 WWW: legat.com

**STRUCTURAL ENGINEER**  
 Structures Engineer Name  
 Civil Address Line 1  
 Civil Address Line 2  
 St. Louis, MO 63108  
 P: 314.241.0000  
 F: 314.241.0000  
 WWW: legat.com

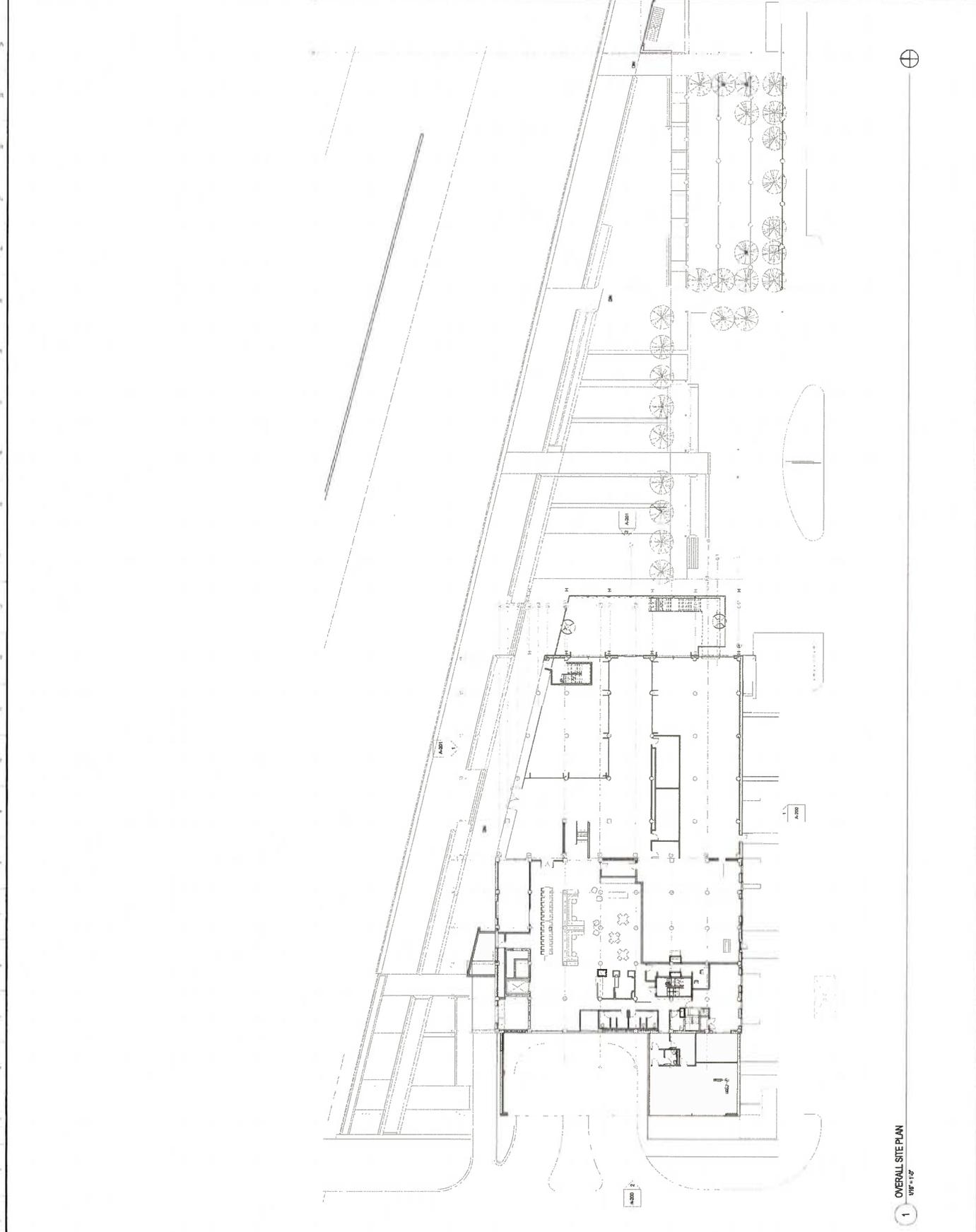
**M.E.P.E. ENGINEER**  
 Multi-Disc. Engineer Name  
 MD Address Line 1  
 MD Address Line 2  
 St. Louis, MO 63108  
 P: 314.241.0000  
 F: 314.241.0000  
 WWW: legat.com

REVISIONS	DATE

PROJECT NUMBER: 214103.00  
 DATE OF ISSUE: 2/20/2015  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

OVERALL SITE PLAN

**A-010**  
 Project Status



1 OVERALL SITE PLAN  
 1/8" = 1'-0"

3000 72nd Street  
 Metro, Illinois 61265

**REVISED**

**Legal Architects**  
 100 Adams Lane 1  
 100 Adams Lane 2  
 100 Adams Lane 3  
 P. 60400.000  
 F. 60400.000  
 WWW.LEGAT.COM

**Structural Engineer Name**

100 Adams Lane 1  
 100 Adams Lane 2  
 P. 60400.000  
 F. 60400.000  
 WWW.LEGAT.COM

**Multi-Disc. Engineer Name**

100 Adams Lane 1  
 100 Adams Lane 2  
 P. 60400.000  
 F. 60400.000  
 WWW.LEGAT.COM



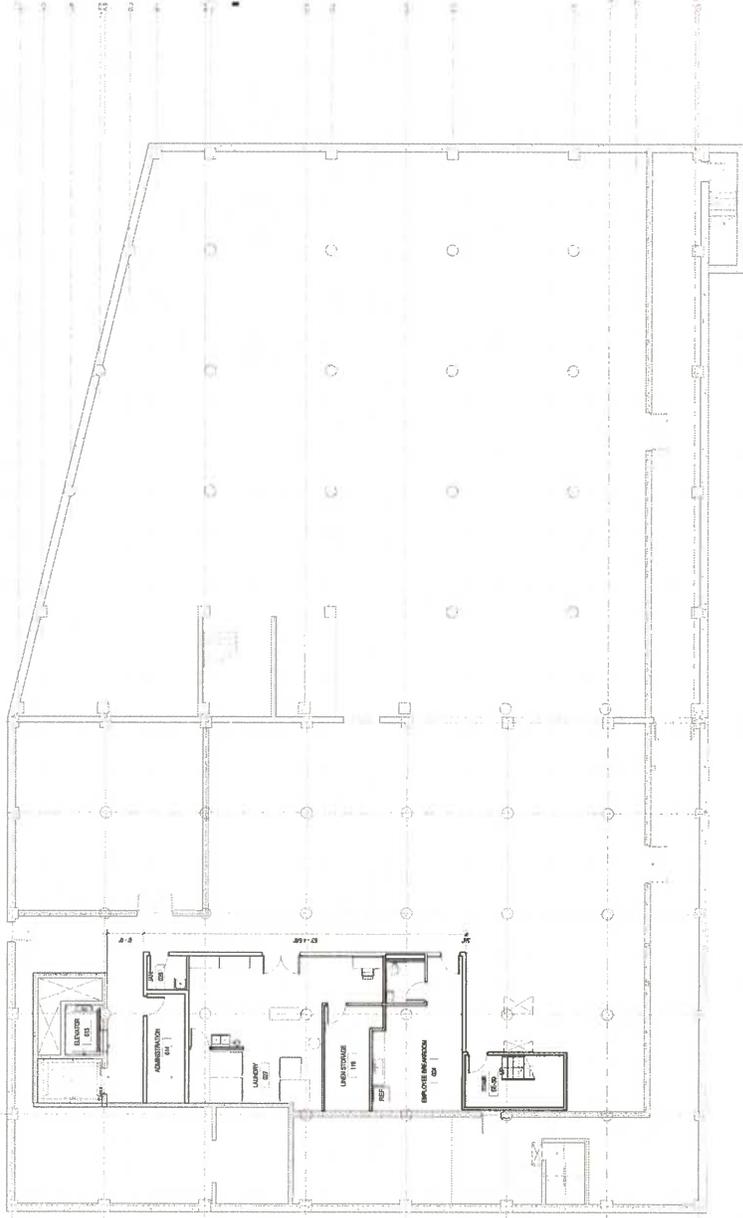
REVISIONS  
 NO. DESCRIPTION DATE

NO.	DESCRIPTION	DATE

PROJECT NUMBER: 241131.00  
 DATE OF ISSUE: 202015  
 DRAWN BY: JACOB  
 CHECKED BY: CHAD

**BASEMENT FLOOR PLAN**

**A-100**  
 Project Status



1 BASEMENT FLOOR PLAN  
 1/8" = 1'-0"

10000 10000  
 10000 10000

**LEGAL ARCHITECTS**  
 10000 10000  
 10000 10000  
 10000 10000  
 10000 10000

**Structural Engineer Name**

10000 10000  
 10000 10000  
 10000 10000

**M.E.P.E. ENGINEER**

10000 10000  
 10000 10000  
 10000 10000

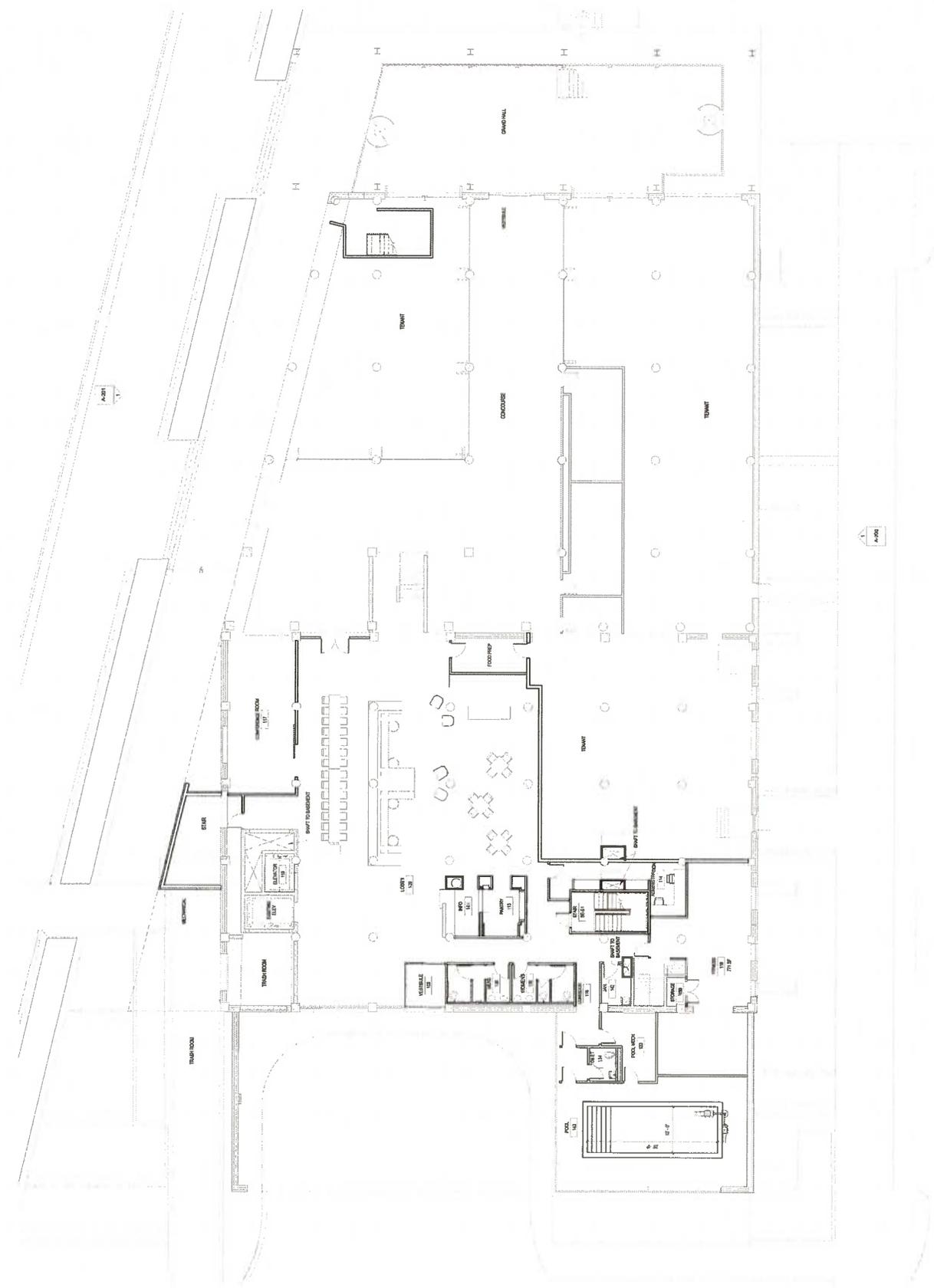


DATE

NO.	REVISIONS	DATE

PROJECT NUMBER: 21110108  
 DATE OF ISSUE: 202310  
 DRAWN BY: Aitor  
 CHECKED BY: Cesar

FIRST FLOOR PLAN



2344 N 17th Street  
 Madison, Illinois 61225

**PROJECT**  
 Legat Architects  
 2344 N 17th Street  
 Suite 1000  
 Madison, Illinois 61225  
 P: 618.262.0000  
 F: 618.262.0000  
 WWW.LEGAT.COM

**STRUCTURAL ENGINEER**  
 Structural Engineer Name  
 Civil Address Line 1  
 Civil Address Line 2  
 P: 618.262.0000  
 F: 618.262.0000  
 WWW.LEGAT.COM

**M.E.P. ENGINEER**  
 M.E.P. Engineer Name  
 M.P. Address Line 1  
 M.P. Address Line 2  
 P: 618.262.0000  
 F: 618.262.0000  
 WWW.LEGAT.COM

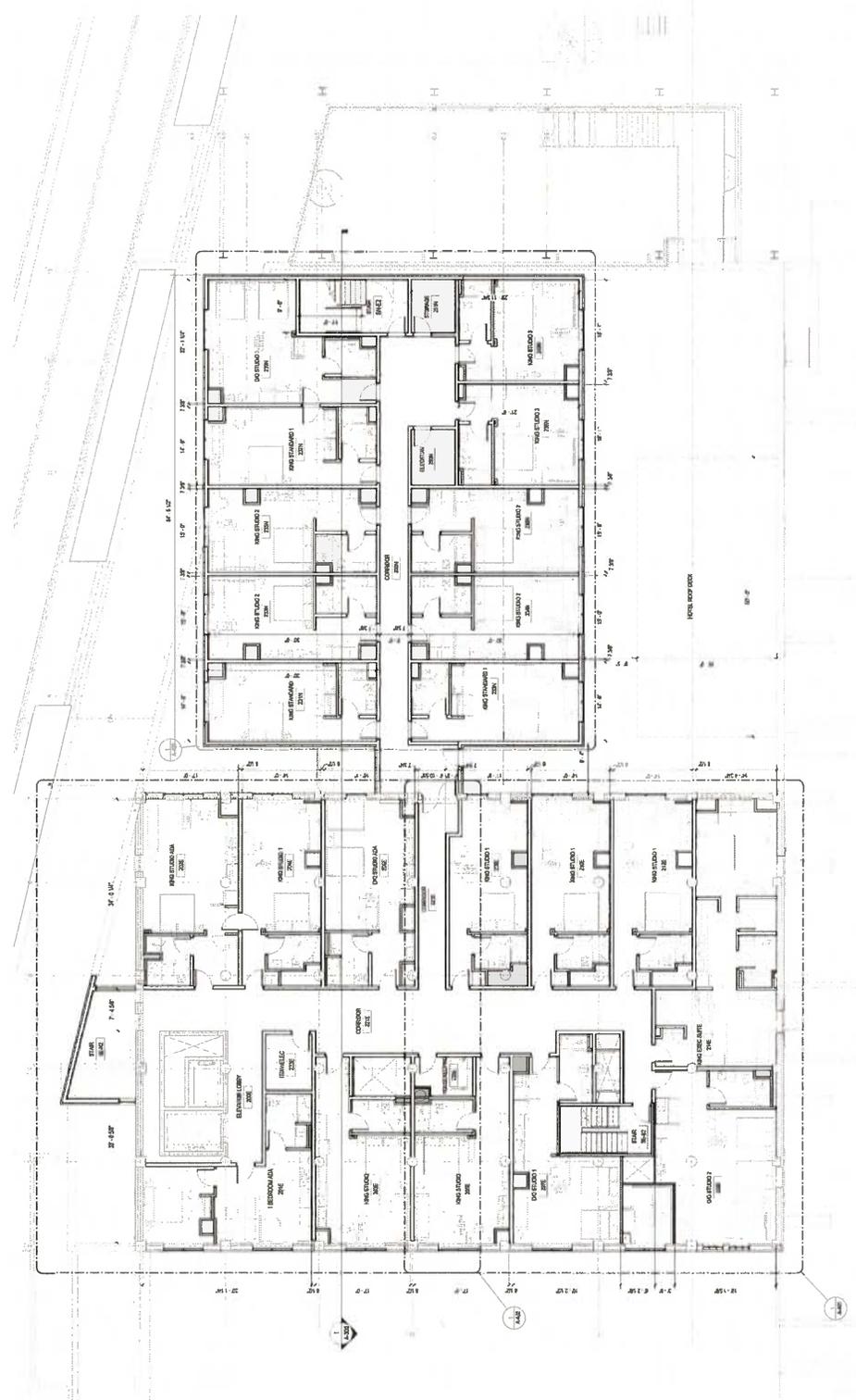
DATE: \_\_\_\_\_  
 REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NUMBER: 241331.00  
 DATE OF ISSUE: 02/20/15  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

SECOND FLOOR PLAN

**A-102**  
 Project Status



1 SECOND FLOOR PLAN  
 1/8" = 1'-0"

3241 12th Street  
 Washington, Missouri 63126

**ARCHITECT**  
 Legat Architects  
 3241 12th Street, Suite 2  
 Washington, Missouri 63126  
 P: 314.353.1000  
 www.legat.com

**STRUCTURAL ENGINEER**  
 Structural Engineer Name  
 AD Address Line 1  
 AD Address Line 2  
 P: 314.353.1000  
 F: 314.353.1000  
 www.legat.com

**MULTI-DISC ENGINEER**  
 Multi-Disc Engineer Name  
 AD Address Line 1  
 AD Address Line 2  
 P: 314.353.1000  
 F: 314.353.1000  
 www.legat.com

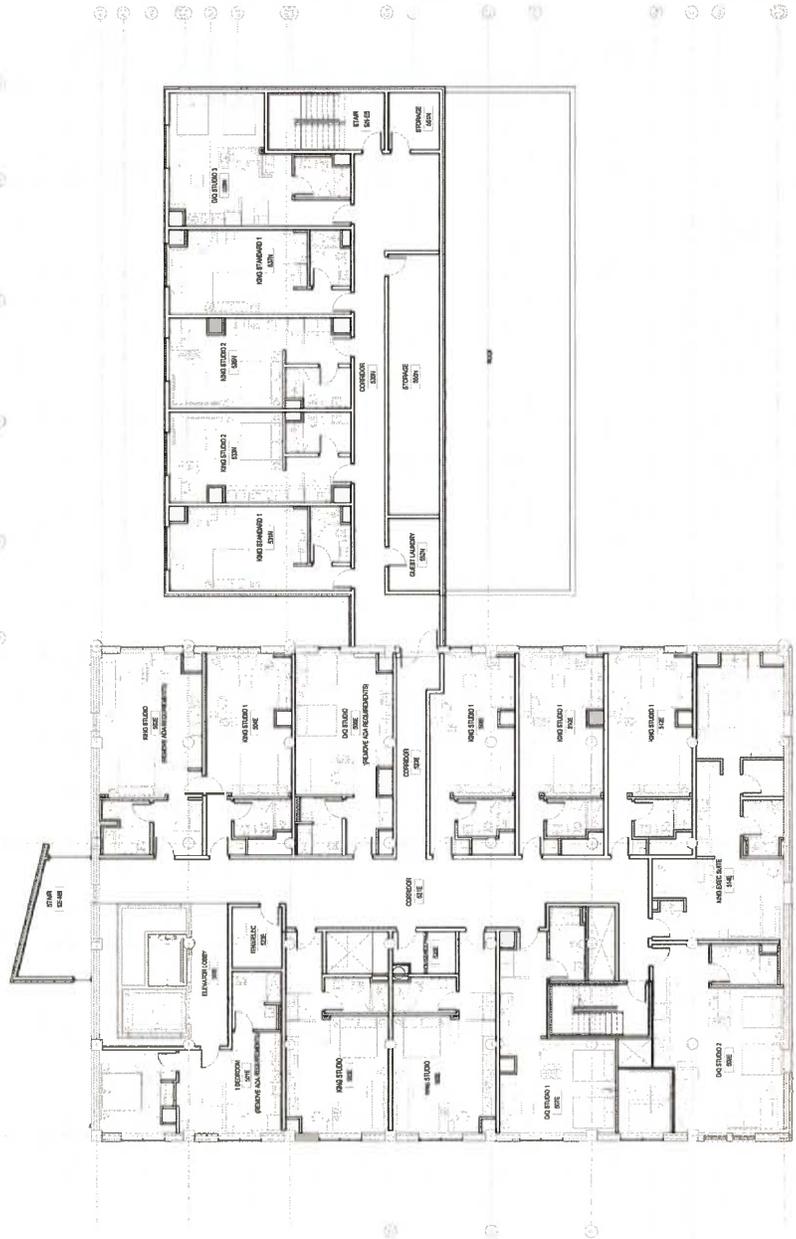


NO.	REVISIONS	DATE

PROJECT NUMBER: 241113.0  
 DATE OF ISSUE: 2/20/15  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

FIFTH FLOOR PLAN

**A-105**  
 Project Status



1 FIFTH FLOOR PLAN  
 1/8" = 1'-0"

388 1<sup>st</sup> Street  
 Austin, Texas 78705

**Legal Architects**  
 388 1<sup>st</sup> Street  
 Austin, Texas 78705  
 P 512.476.0000  
 F 512.476.0000  
 www.legat.com

**Structural Engineer Name**  
 M. S. J. ENGINEERS  
 388 1<sup>st</sup> Street  
 Austin, Texas 78705  
 P 512.476.0000  
 F 512.476.0000  
 www.msj.com

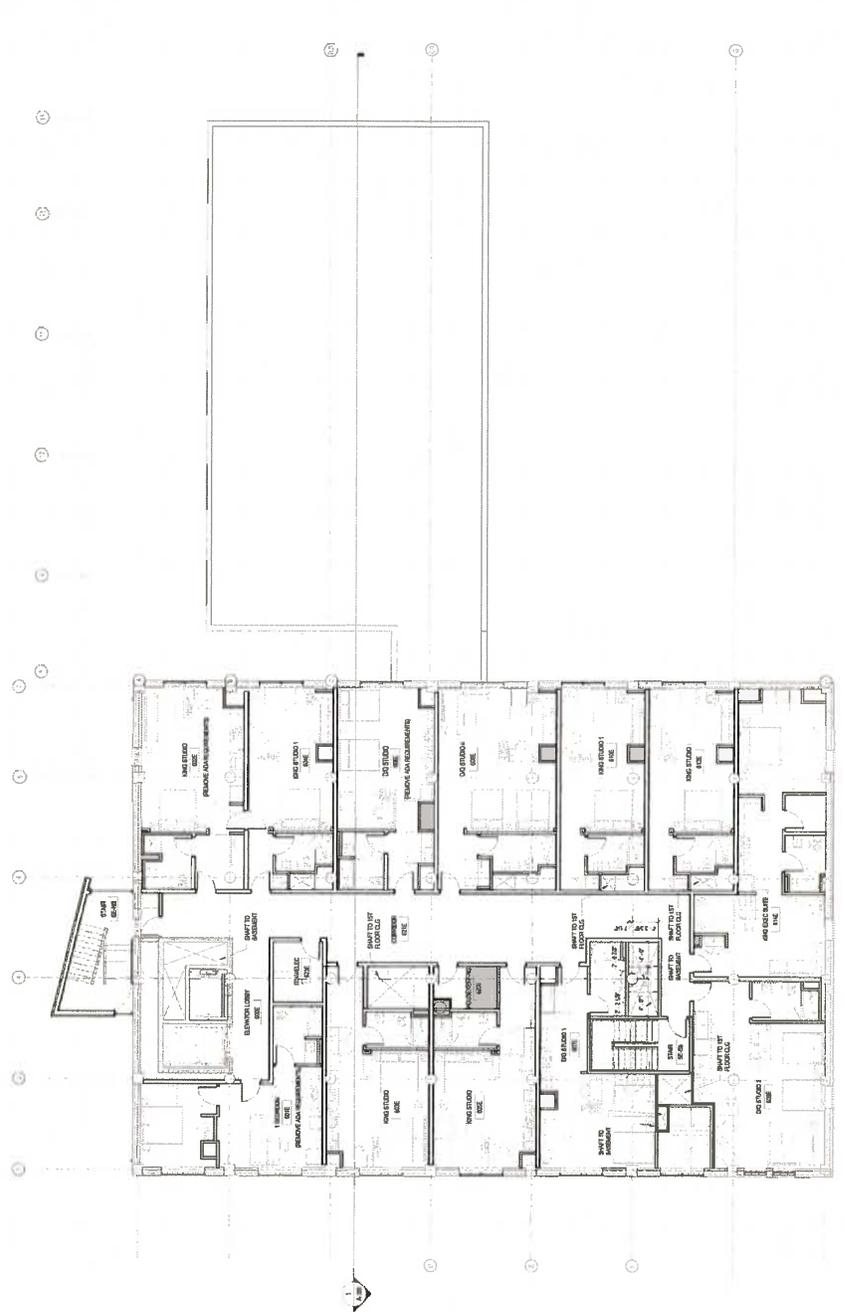
**Multi-Disc. Engineer Name**  
 M. S. J. ENGINEERS  
 388 1<sup>st</sup> Street  
 Austin, Texas 78705  
 P 512.476.0000  
 F 512.476.0000  
 www.msj.com

SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

NO.	REVISIONS	DATE

PROJECT NUMBER 24113100  
 DATE OF ISSUE 2/20/15  
 DRAWN BY AMR  
 CHECKED BY CMB

SIXTH FLOOR PLAN



1 SIXTH FLOOR PLAN  
 1/8" = 1'-0"



DATE: \_\_\_\_\_

REV. NO. \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT NUMBER 214.03.00

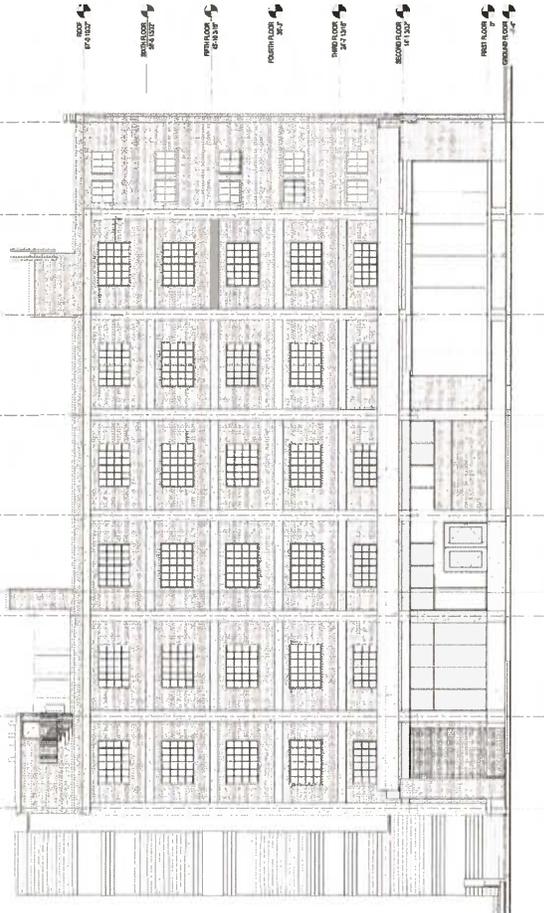
DATE OF ISSUE 2/22/13

ISSUED FOR REVIEW

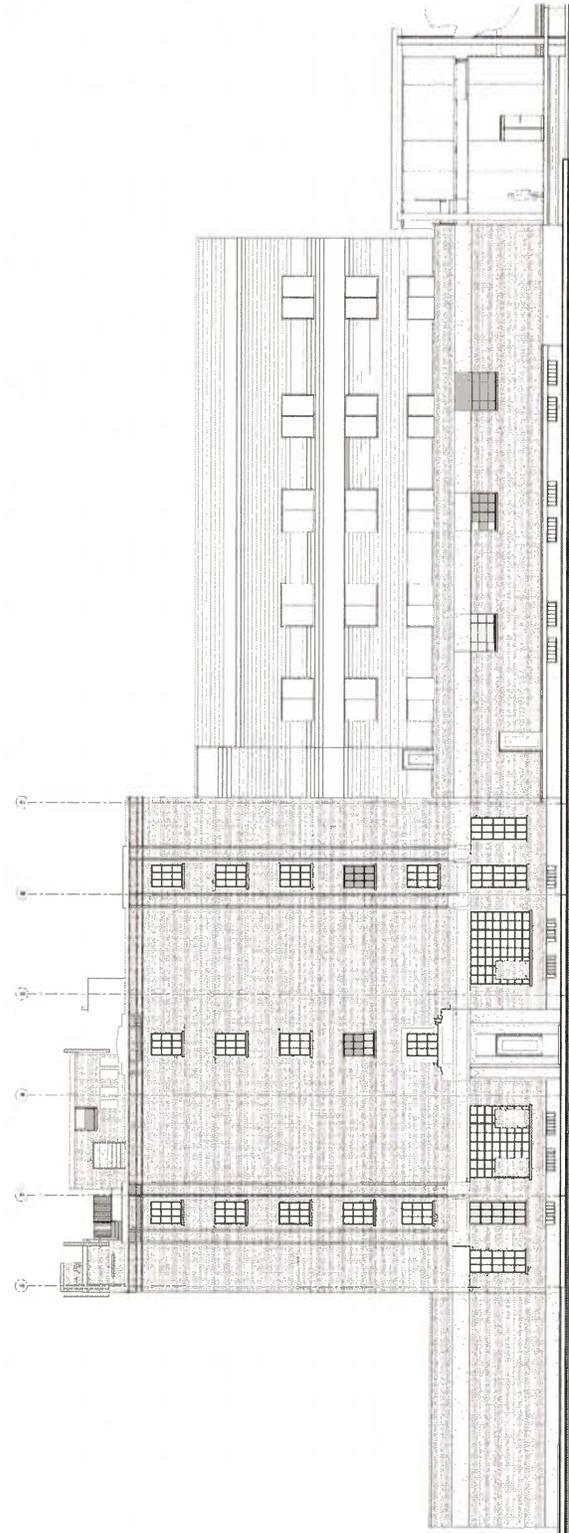
DATE: \_\_\_\_\_

**BUILDING ELEVATIONS**

**A-200**  
 Project Status



2 WEST ELEVATION  
 1/8" = 1'-0"



1 SOUTH ELEVATION  
 1/8" = 1'-0"

2011 Legat Street  
 Madison, Illinois 61705

**AGENCY:**

**Legat Architects**  
 2011 Legat Street  
 Madison, Illinois 61705  
 P: 309.244.0000  
 F: 309.244.0000  
 www.legat.com

**STRUCTURAL ENGINEER:**

**Multi-Disc Engineering**  
 142 Adams Lane 1  
 Madison, Illinois 61704  
 P: 309.244.0000  
 F: 309.244.0000  
 www.mde.com

**Mechanical Engineer:**

**Multi-Disc Engineering**  
 142 Adams Lane 1  
 Madison, Illinois 61704  
 P: 309.244.0000  
 F: 309.244.0000  
 www.mde.com

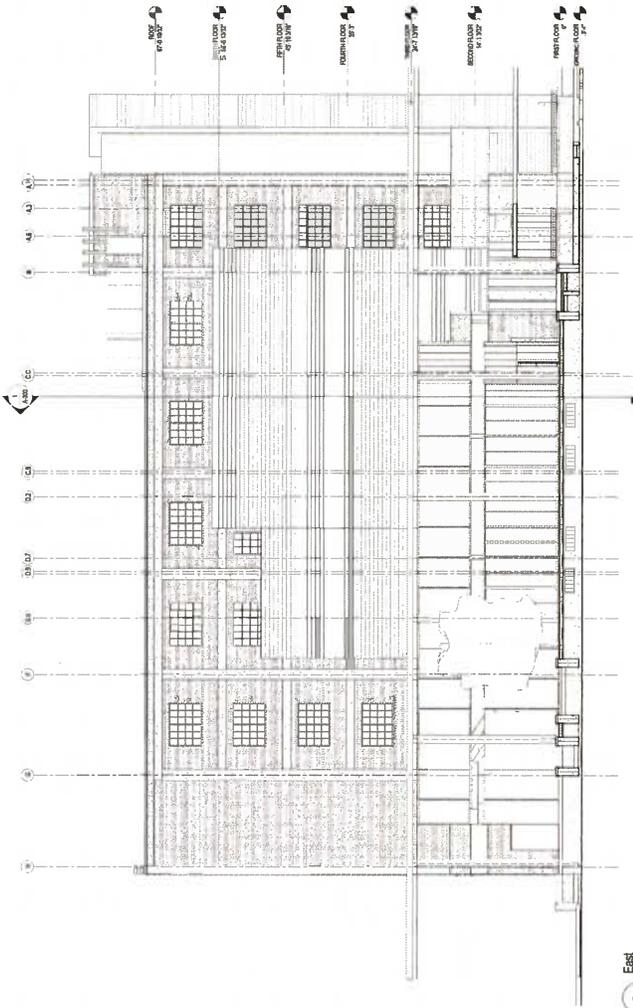


DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_

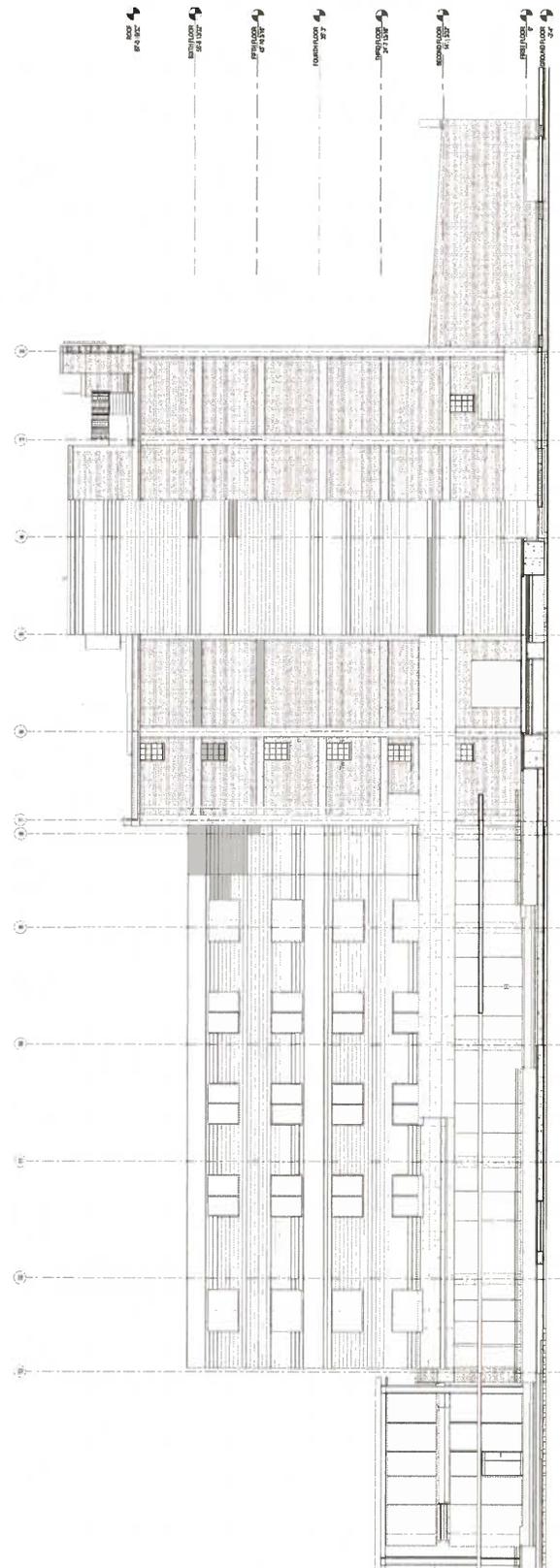
NO.	REVISIONS	DATE

PROJECT NUMBER: 2411110  
 DATE OF ISSUE: 2/20/15  
 DRAWN BY: JLR  
 CHECKED BY: CDR

**BUILDING ELEVATIONS**



2 East  
 1/8" = 1'-0"



1 NORTH ELEVATION  
 1/8" = 1'-0"

300 12th Street  
 Suite 1000  
 New York, NY 10005

**Legal Address:**  
 300 12th Street  
 Suite 1000  
 New York, NY 10005  
 www.legat.com

**Structural Engineer Name:**  
 Civil Address Line 1  
 Civil Address Line 2  
 Civil Address Line 3  
 New York, NY 10005

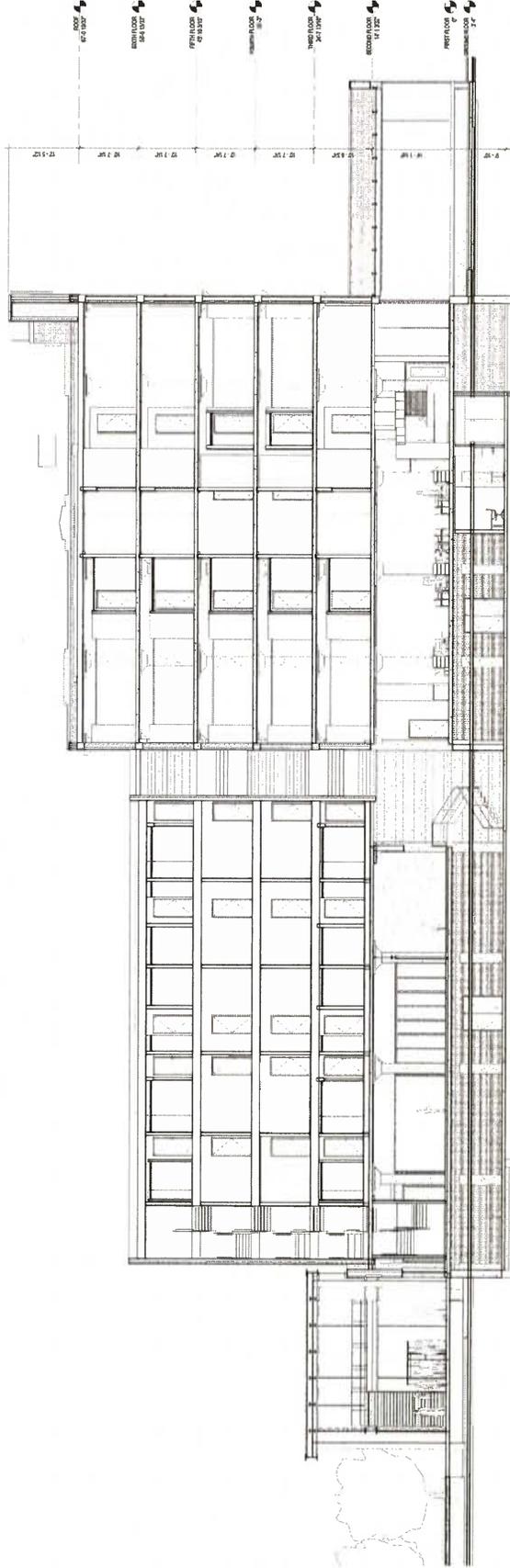
**Multiple Engineer Name:**  
 100 12th Street  
 100 12th Street  
 100 12th Street  
 New York, NY 10005  
 www.legat.com



NO.	REVISION	DATE

PROJECT NUMBER: 24103.00  
 DATE OF ISSUE: 2020.03  
 DRAWING: Author  
 CHECKED BY: Checker

**BUILDING SECTIONS**



1 WEST-EAST BUILDING SECTION  
 1/8" = 1'-0"

388 1<sup>st</sup> Floor, Grand  
 Avenue, Toronto, ON M5T 1A5

**CONTACT**  
**Legal Architects**  
 Legat Architects Ltd.  
 388 1<sup>st</sup> Floor, Grand  
 Avenue, Toronto, ON  
 M5T 1A5  
 T: 416.593.8888  
 F: 416.593.8888  
 www.legat.com

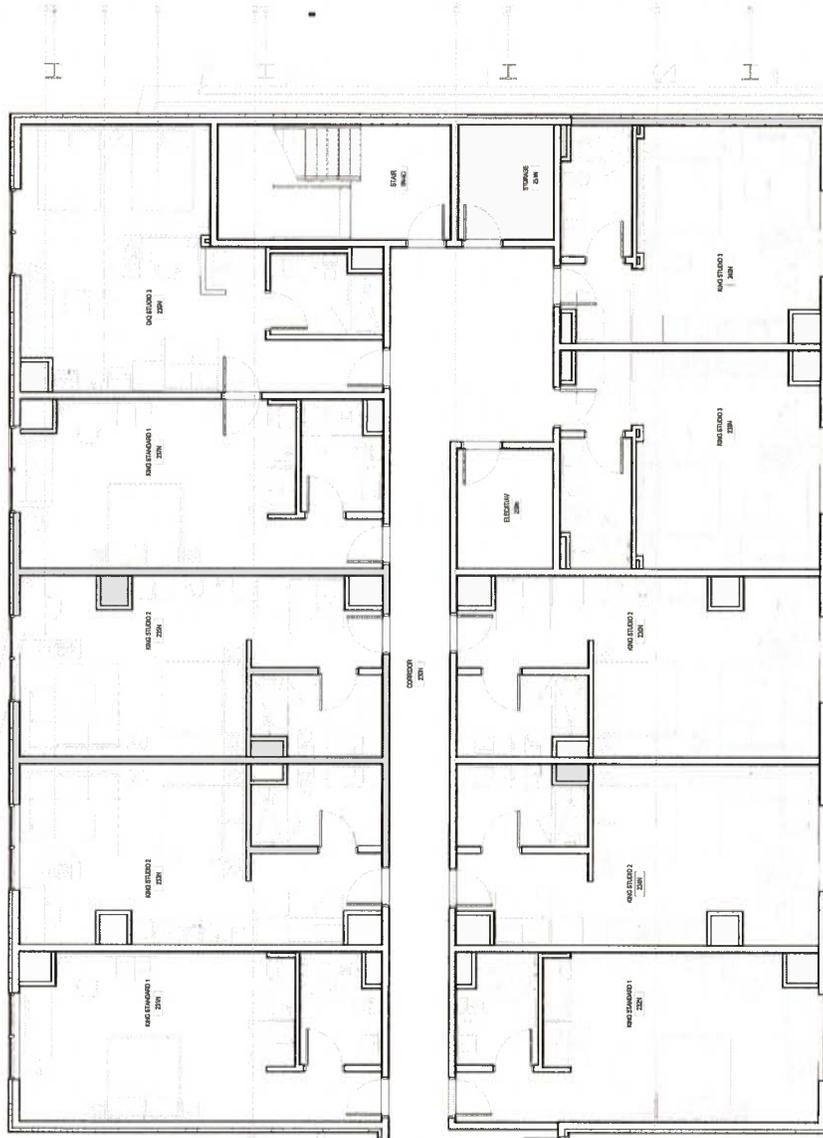
**STRUCTURAL ENGINEER**  
**Structural Engineer Name**  
 M. J. ...  
 404 Avenue ...  
 Toronto, ON ...  
 T: ...  
 F: ...  
 www. ...

**M.E.P. ENGINEER**  
**M.E.P. Engineer Name**  
 M. J. ...  
 404 Avenue ...  
 Toronto, ON ...  
 T: ...  
 F: ...  
 www. ...

NO.	DESCRIPTION	DATE

**REVISIONS**  
 DATE: \_\_\_\_\_  
 PROJECT NUMBER: 214.13.00  
 DATE OF ISSUE: 2007.15  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 ENLARGED PLANS

**A-400**  
 Project Status



1 SECOND FLOOR PLAN - NEW CONSTRUCTION  
 1/8" = 1'-0"

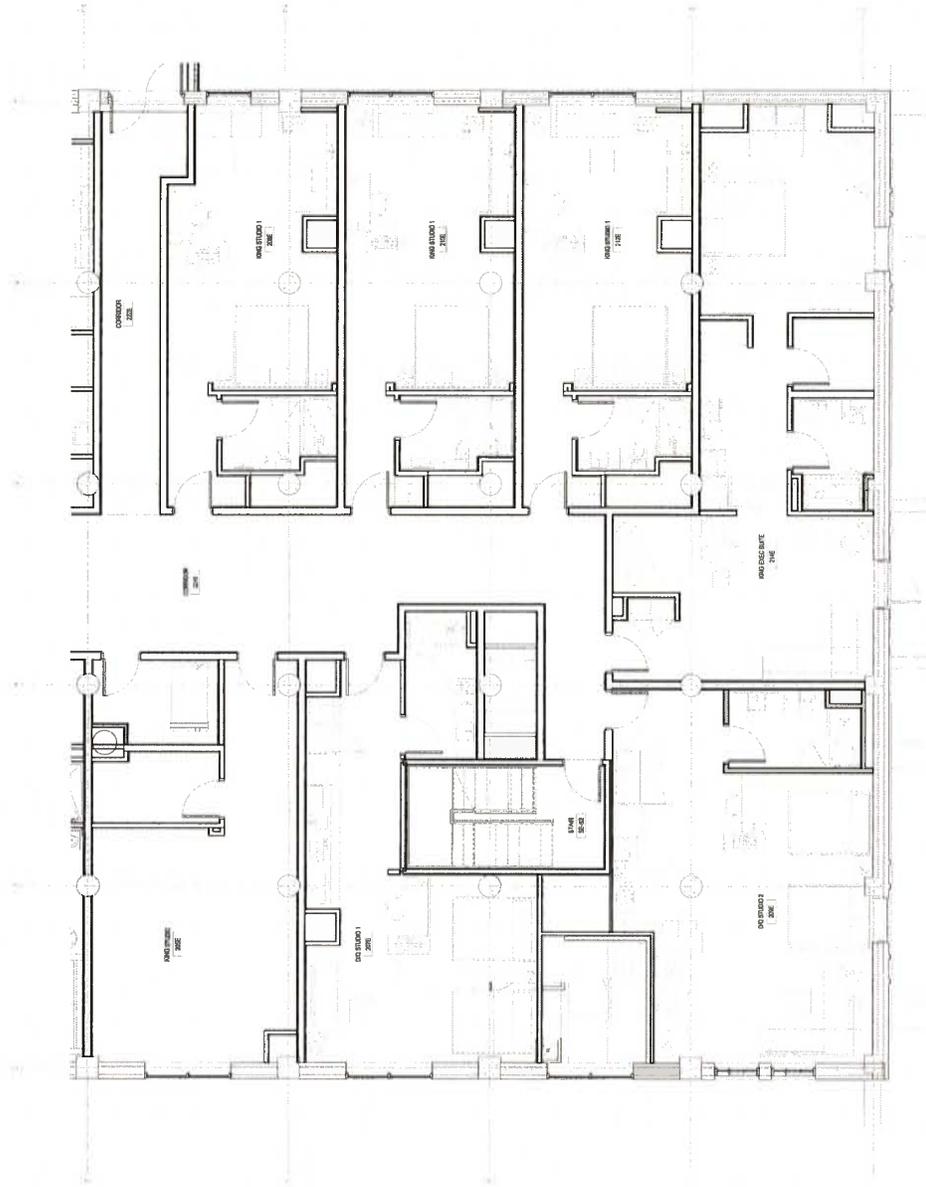


NO.	REVISIONS

PROJECT NUMBER: 2411110  
 DATE OF ISSUE: 2/20/15  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

ENLARGED PLANS

**A-401**  
 Project Status



1 SECOND FLOOR PLAN EXISTING BUILDING - SOUTH  
 1/4" = 1'-0"

3441 17th Street  
 Marina, Illinois 61545

**ARCHITECT**  
 Legat Architects  
 3441 17th Street  
 Suite 1000  
 Marina, Illinois 61545  
 P. 630.300.0000  
 F. 630.300.0000  
 WWW.LEGAT.COM

**STRUCTURAL ENGINEER**  
 Structural Engineer Name  
 Civil Engineer License No. 1  
 P. 630.300.0000  
 F. 630.300.0000  
 WWW.LEGAT.COM

**M.E.P.A. ENGINEER**  
 M.E.P.A. Engineer Name  
 M.E.P.A. License No. 1  
 P. 630.300.0000  
 F. 630.300.0000  
 WWW.LEGAT.COM

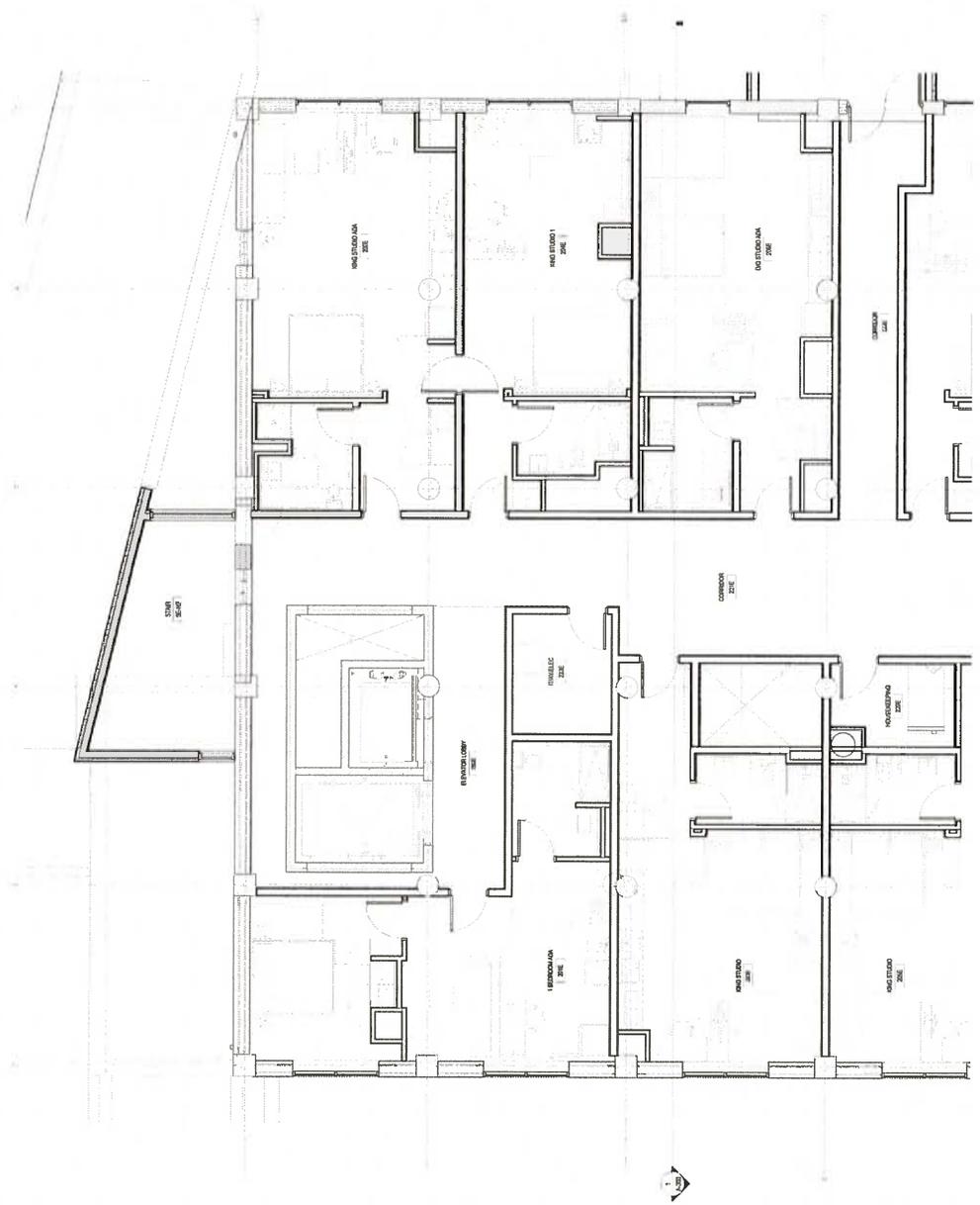


DATE: \_\_\_\_\_  
 DRAWING: \_\_\_\_\_

NO.	REVISIONS	DATE

PROJECT NUMBER: 24131.00  
 DATE OF FILE: 2/20/15  
 DRAWN BY: Miller  
 CHECKED BY: O'Neil

ENLARGED PLANS



1 SECOND FLOOR PLAN EXISTING BUILDING - NORTH  
 14'-11/8"

240 1st Street  
 Irvine, CA 92614

**LEGAT ARCHITECTS**  
 LEGAT ARCHITECTS  
 240 1st Street  
 Irvine, CA 92614  
 P: 949.261.1100  
 F: 949.261.1101  
 www.legat.com

**STRUCTURAL ENGINEER**  
 Structural Engineer Name  
 240 1st Street  
 Irvine, CA 92614  
 P: 949.261.1100  
 F: 949.261.1101  
 www.legat.com

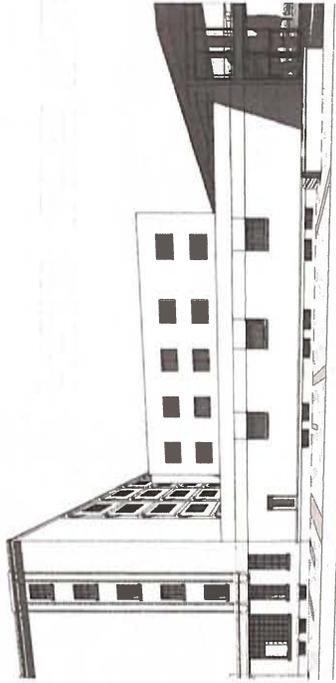
**M/E/P/E ENGINEER**  
 M/E/P/E Engineer Name  
 240 1st Street  
 Irvine, CA 92614  
 P: 949.261.1100  
 F: 949.261.1101  
 www.legat.com



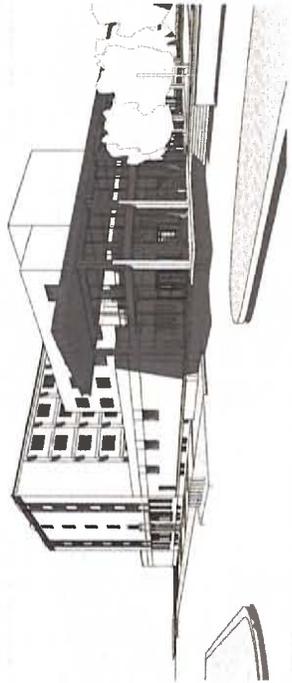
NO.	REVISIONS	DATE	BY

PROJECT NUMBER: 2411109  
 DATE OF ISSUE: 2/20/15  
 DRAWN BY: ABBAS  
 CHECKED BY: CHAD

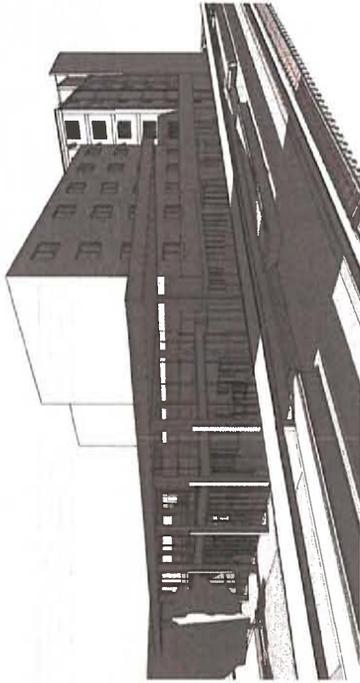
PERSPECTIVES



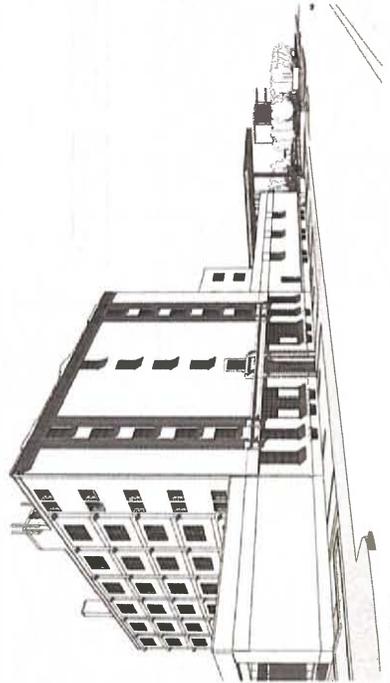
2 SOUTH VIEW



1 SOUTHEAST VIEW



4 NORTHEAST VIEW



3 SOUTHWEST VIEW



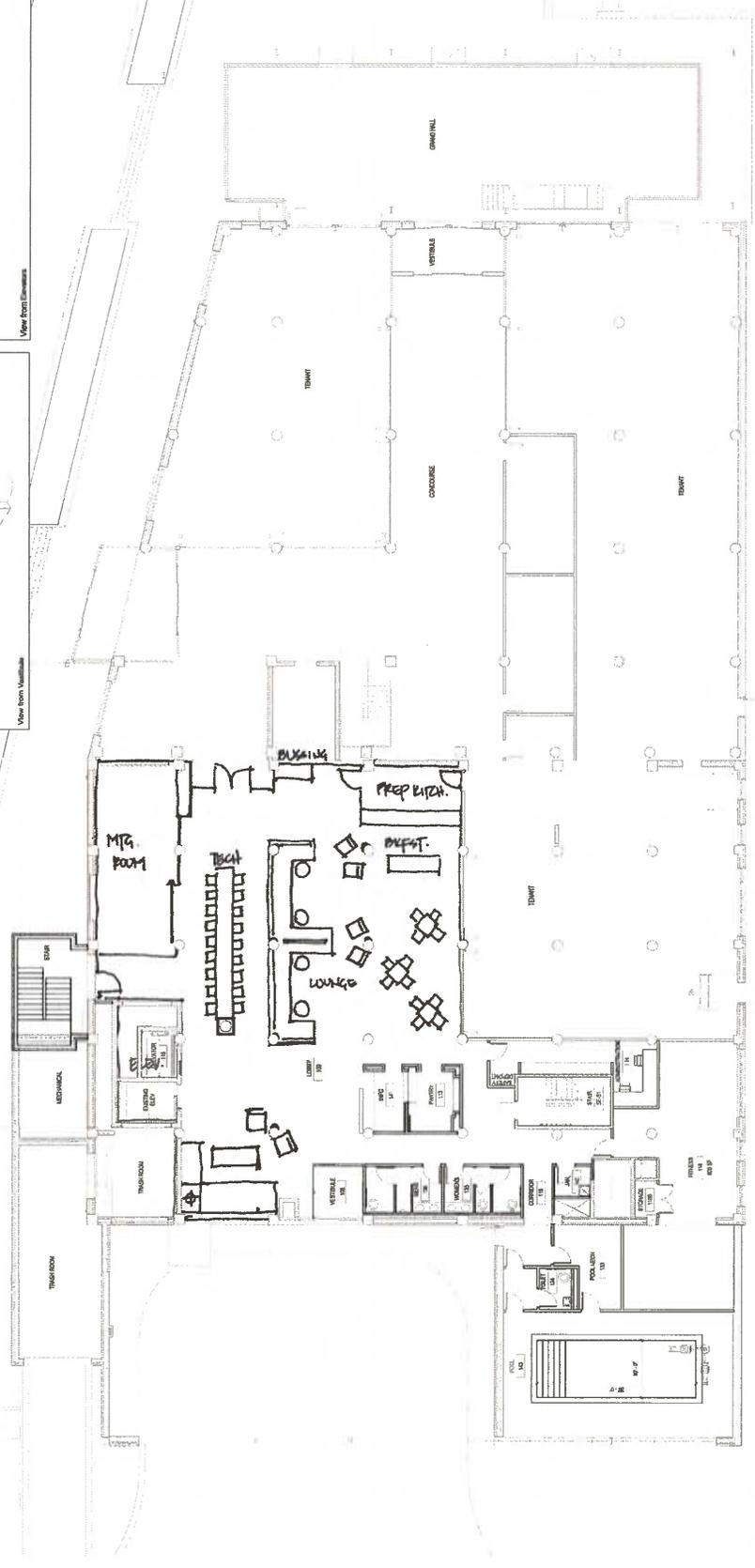
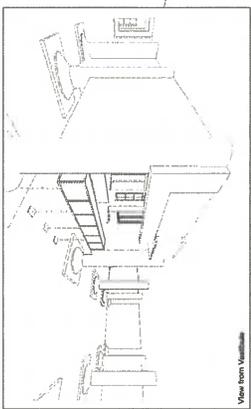
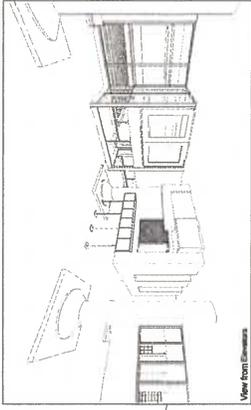
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NO.	DESCRIPTION	DATE

PROJECT NUMBER: 24133.00  
 DATE OF ISSUE: 11/11/2014  
 DRAWN BY: Author  
 CHECKED BY: Checker

FIRST FLOOR PLAN

**A-101**  
 Project Status



## EXHIBIT "C"

### PURCHASE AGREEMENT FOR PRIVATE PROJECT PROPERTY

#### AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between, **MOLINE PROMENADE INVESTORS, LLC**, an Illinois limited liability company (hereinafter "Buyer"), located at 1415 River Drive, Moline, Illinois 61265, and **THE CITY OF MOLINE**, an Illinois municipal corporation, (hereinafter "Seller"), located in Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "Property"), and commonly known as Units \_ of \_\_\_\_ 4<sup>th</sup> Avenue, 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 Seller, and the Seller will sell the Property to the Buyer and pay therefore the amount of One Dollar (the "Purchase Price"), payable at closing.

#### Sec. 2. CLOSING AND POSSESSION

Closing shall be on or before the \_\_\_ day of \_\_\_\_\_, 2015, 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 at such time and place. Possession shall be given at closing.

#### Sec. 3. CONVEYANCE OF PROPERTY

- (a) Form of Deed The Seller shall convey title to the Property by Warranty Deed ("Deed"). Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the property will become Buyer's rights. 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 including but not limited to easements and lease agreements for cell tower equipment; and
  3. Matters that would be revealed by an ALTA survey of the Property.
- (b) Proration of Taxes and Adjustments.
1. Seller shall be current on all tax payments and 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 mortgage, if any; (2) Cost of Buyer's abstracting or mortgage title insurance policy as required. Seller shall, at its 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 Seller. On the closing date, Seller 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. Seller 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. Seller 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. 4. 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 in "As Is" condition.

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

**Sec. 5. 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. 6. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT  
INDIVIDUALLY LIABLE**

No member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or interest of any corporation, partnership or association in which he is directly, indirectly, interested. No member, official or employee of the City shall be personally liable to the City or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the City or successor or on any obligations under the terms of this Agreement.

**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 Seller 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 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. 12. ACCEPTANCE BY SELLER**

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase by the Buyer on the terms stated above. Buyer acknowledges and agrees that this Agreement is subject to Seller's right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by \_\_\_\_\_, 2015, this offer and Agreement shall be void. The parties understand that the City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon the City, its officers, employees or agents.

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

IN WITNESS WHEREOF, MOLINE PROMENADE INVESTORS LLC, Buyer, has caused this Agreement for Sale of Real Estate to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

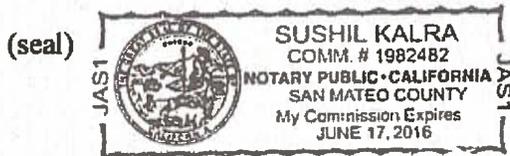
**MOLINE PROMENADE INVESTORS LLC**



\_\_\_\_\_  
Mahesh Amin, Member

STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF SAN MATEO )

On this 4<sup>th</sup> day of Feb., 2015, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Mahesh Amin**, to me personally known, who being by me duly sworn (or affirmed) did say that he is a **Member of Moline Promenade Investors LLC**, an Illinois limited liability company, and that said instrument was signed on behalf of the company by said **Mahesh Amin** as **Member** of said company. **Mahesh Amin** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.



Sushil Kalra  
NOTARY PUBLIC

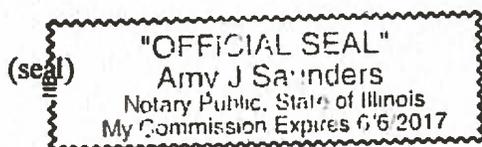
IN WITNESS WHEREOF, the **CITY OF MOLINE**, Seller, has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this 3<sup>rd</sup> day of March, 2015.

City of Moline (Seller)  
Scott Raes  
Scott Raes, Mayor

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

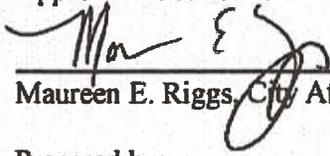
STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF ROCK ISLAND )

On this 3<sup>rd</sup> day of March, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES 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.



Amy J. Saunders  
NOTARY PUBLIC

Approved as to form:



---

Maureen E. Riggs, City Attorney

Prepared by:

Maureen E. Riggs  
City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
Phone: (309) 524-2021  
Fax: (309) 524-2020

**SCHEDULE A TO PURCHASE AGREEMENT**  
**Legal Description**

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**EXHIBIT "D"**

**CONSTRUCTION BUDGET FOR PRIVATE PROJECT PROPERTY**

<b>Hotel Construction</b>	<b>\$10,750,000</b>
<b>Site and Building Preparation</b>	<b>\$ 450,000</b>
<b>Commercial Retail Space in Basement and on Ground Floor</b>	<b>\$ 2,300,000</b>

**EXHIBIT "E"**

**PROPERTY TAX REBATE**

**QUAD CITIES MULTI MODAL STATION  
ESTIMATED INCREMENT WORKSHEET**

2/2/2015

<b>No. Of Yrs.</b>	<b>City TIF Reimbursement</b>	<b>Developer Increment Rebate</b>	<b>Developer Hotel-motel use Tax Rebate</b>
1	\$96,841	\$96,841	\$58,856
2	\$96,841	\$96,841	\$72,484
3	\$96,841	\$96,841	\$76,302
4	\$97,326	\$97,326	\$81,027
5	\$98,299	\$98,299	\$85,078
6	\$99,282	\$99,282	\$89,332
7	\$100,275	\$100,275	\$93,798
8	\$101,277	\$101,277	\$98,488
9	\$102,290	\$102,290	\$103,413
10	\$103,313	\$103,313	\$108,583
11	\$143,580.37	\$65,112	\$0
<b>TOTAL</b>	<b>\$1,136,166</b>	<b>\$1,057,698</b>	<b>\$867,361</b>
<b>Developer</b>			<b>\$1,925,058</b>

**EXHIBIT "F"**

**MMSDBMT**

Developer

City

MetroLINK

RENEW Moline

Core DBMT

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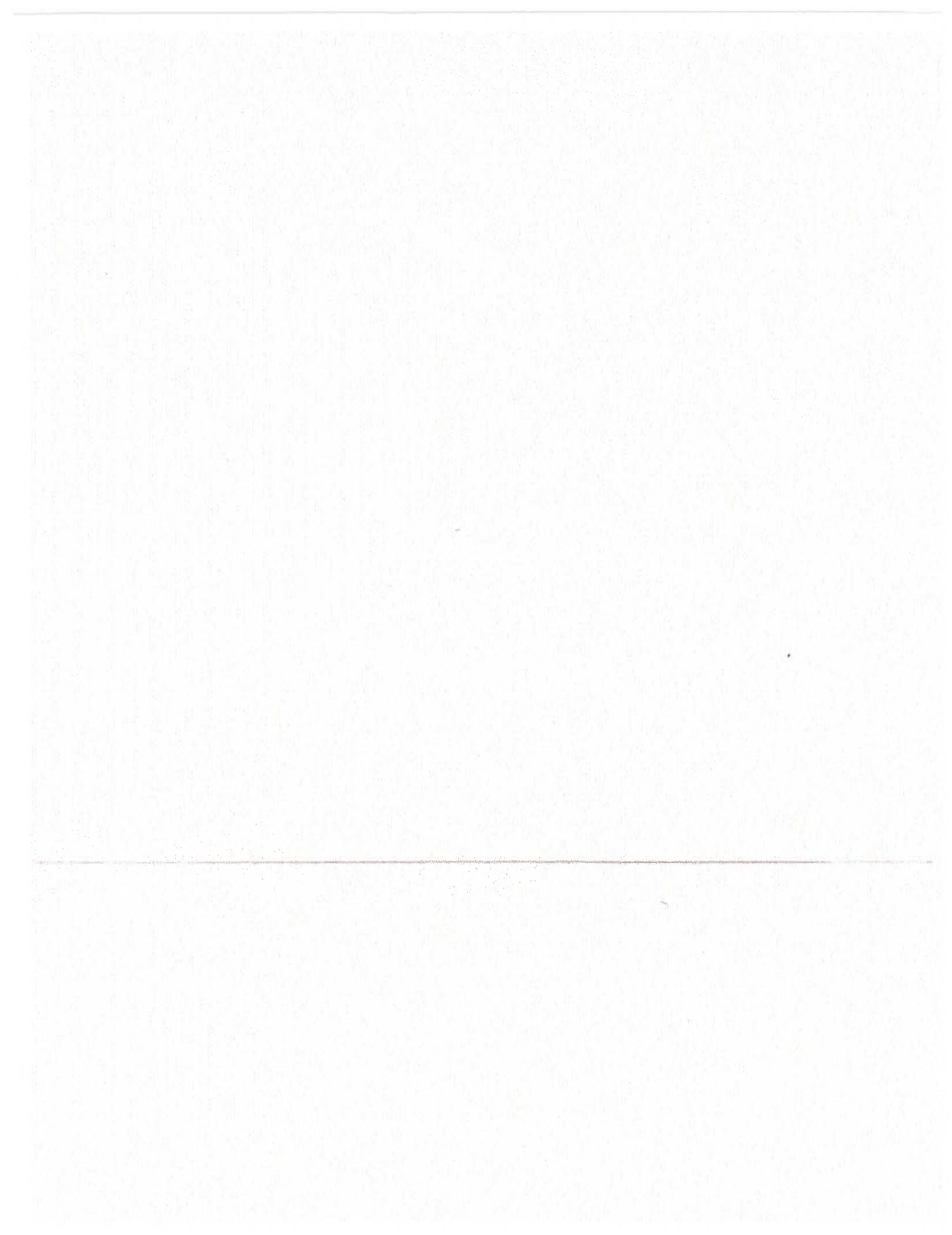
**EXHIBIT "G"**

**DEVELOPMENT TIMETABLE**

**Multi-Modal Station Project Schedule**

Description	Estimated Completion Date	Actual Completion Date
<b>FTA Grant Award</b>		<b>Sept-11</b>
<b>Environmental Finding</b>		<b>Jun-11</b>
<b>Preliminary Engineering</b>		
50% Design for Environmental Remediation	Jun-12	Jun-12
Expectations Package Complete	Jan-14	
<b>Final Design</b>		
90% Design for Environmental Remediation	Aug-12	Jun-12
Final Budget Review Complete	Feb-14	Jan-15
Final Design of Elevator Package	Mar-15	
Final Design of Structural Package	Mar-15	
Final Design of Exterior Package	Mar-15	
Final Design of MEP Package	May-15	
Final Design of Site/Platform	Jun-15	
Final Design of Core Arch. Package	Jun-15	
Final Design of Developer's Hotel Package	Jun-15	
Final Design of All Project Components	Jun-15	
<b>Bid Docs/Dates</b>		
RFP/IFB Issued for Site Demolition & Environmental Remediation	Aug-12	Jun-12
Contract Award for Site Demolition	Sept-12	Dec-12
Contract Award for Environmental Remediation	Jan-13	Jun-13
RFP/IFBs Issued for Construction	Feb to Apr-15	
Contract Awards for Construction	Mar to Jun-15	
<b>Construction</b>		
Begin Construction on Site Demolition (Grant Agreement Date)	Nov-12	Dec-12
Site Demolition Complete	Mar-13	Dec-12
Begin Construction on Environmental Remediation	Jan-13	Jun-13
Environmental Remediation Complete	Nov-13	Aug-14
Begin Construction of TIGER II and State-Funded Station/Platform/Site Components	Mar-15	
Construction of TIGER II and State-Funded Station/Platform/Site Components Complete	Mar-16	
Begin Construction of Developer Hotel and Retail/Commercial Components	May-15	
Construction of Developer Hotel and Restaurant Complete	June-16	

*WJ*



## Memorandum

**To:** Tracy Koranda, City Clerk  
**From:** Vickie Felger, Legal Services Specialist  
**Date:** April 27, 2015  
**Re:** CB/S.O. 4003-2015: Multi-Modal Station – Second Amendment/Restatement of DA

---

Attached are the following documents to be filed with CB/S.O. 4003-2015, which approved a Second Amendment to and Restatement of Development Agreement between the City and Moline Promenade Investors, LLC for the Multi-Modal Station project:

- Memorandum of Agreement – recorded copy and non-recorded original.

Please let me know if any questions. Thank you.

:vlf (ext. 2010)  
Attachment

2015-04247  
KELLY FISHER  
ROCK ISLAND COUNTY RECORDER  
ROCK ISLAND, IL  
RECORDED ON  
03/18/2015 08:44AM  
REC FEE: \$48.00

Return to:  
Law Dept.  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265

BOOK: 0  
PAGE: 0  
PAGES: 3

**MEMORANDUM OF AGREEMENT**

**CITY OF MOLINE and MOLINE PROMENADE INVESTORS, LLC**

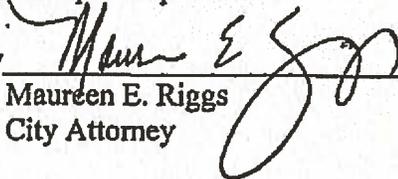
This will certify that a Second Amendment to and Restatement of Development Agreement between the City of Moline, Illinois ("City"), and Moline Promenade Investors, LLC ("Developer") was approved by the Moline City Council pursuant to Council Bill/Special Ordinance No. 4003-2015, adopted March 3, 2015.

The parties entered into the Development Agreement in 2013 to facilitate the redevelopment of property for the Multi-Modal Station, said property being generally located at 12<sup>th</sup> Street and 4<sup>th</sup> Avenue, Moline, and consisting of approximately 1.28 acres, more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by this reference thereto.

The Second Amendment to and Restatement of Development Agreement shall supersede the Development Agreement approved pursuant to City of Moline Council Bill/Special Ordinance No. 4056-2013, adopted November 12, 2013, and recorded as Rock Island County Recorder Document No. 2013-25454, and a First Amendment to Development Agreement approved pursuant to Council Bill/Special Ordinance No. 4027-2014, adopted June 17, 2014.

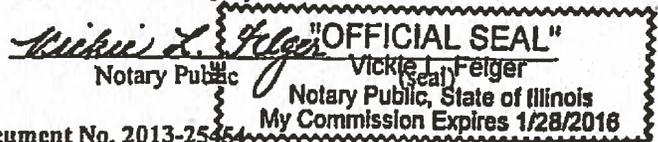
To review the above-referenced Second Amendment and/or the Development Agreement and First Amendment in full, please contact the City Clerk's office, City of Moline, 619 16<sup>th</sup> Street, Moline, IL 61265 at [tkoranda@moline.il.us](mailto:tkoranda@moline.il.us) or 309-524-2004.

CITY OF MOLINE, ILLINOIS,  
a municipal corporation

By   
Maureen E. Riggs  
City Attorney

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maureen E. Riggs, City Attorney for the City of Moline, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and seal, this March 16, 2015.

  
"OFFICIAL SEAL"  
Vickie L. Felger  
Notary Public, State of Illinois  
My Commission Expires 1/28/2016

Prepared by:  
Maureen E. Riggs, City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
P: 309-524-2010  
Email: [mriggs@moline.il.us](mailto:mriggs@moline.il.us)

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Project Property (Entire Property)

##### Parcel I

Lots Five (5), Six (6) and Seven (7) in Block Fifteen (15) in that part of the City of Moline known as and called "Old or Original Town," excepting so much thereof as is owned and occupied by the Rock Island & Pacific Railway Co., situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

And

Easterly 0.50 inches of the 12<sup>th</sup> Street right-of-way along Lot 5 in Block 15 in that part of the City of Moline known as and called "Old or Original Town," South of the railroad; situated in the County of Rock Island and State of Illinois.

##### Parcel II

Lot Eight (8) in Block Fifteen (15) in that part of the City of Moline known as and called "Old or Original Town," excepting so much thereof as is owned and occupied by the Chicago, Rock Island and Pacific Railway Company, situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; situated in the County of Rock Island and State of Illinois.

And

Part of the 13<sup>th</sup> Street right-of-way, North of Fourth Avenue, South of the Chicago, Rock Island and Pacific Railway Company right-of-way and between Blocks 15 and 16 in that part of the City of Moline known as and called "Old or Original Town," situated in Section 32, Township 18 North, Range 1 West of the Fourth Principal Meridian; commonly described as right-of-way in the 300 Block of 13<sup>th</sup> Street, situated in the County of Rock Island and State of Illinois

##### Parcel III

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 Lots Five (5), Six (6), Seven (7), and Eight (8) in Block Sixteen (16) in that part of the Town (now City) of Moline, known as the "Old or Original Town," lying southerly of a line fifteen (15) feet southerly from, as measured at right angles to, and parallel to, the center line of Chicago, Rock Island and Pacific Railroad Company's eastbound main track, situated in the County of Rock Island and State of Illinois.

Return to:  
Law Dept.  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265

**MEMORANDUM OF AGREEMENT**

**CITY OF MOLINE and MOLINE PROMENADE INVESTORS, LLC**

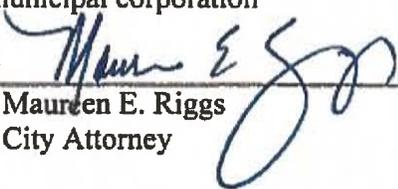
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CITY OF MOLINE, ILLINOIS,  
a municipal corporation

By   
Maureen E. Riggs  
City Attorney

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maureen E. Riggs, City Attorney for the City of Moline, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and seal, this March 16, 2015.

  
Vickie J. Felger  
Notary Public, State of Illinois  
My Commission Expires 1/28/2018

Prepared by:  
Maureen E. Riggs, City Attorney  
City of Moline  
619 16<sup>th</sup> Street  
Moline, IL 61265  
P: 309-524-2010  
Email: [mriggs@moline.il.us](mailto:mriggs@moline.il.us)

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#### **Project Property (Entire Property)**

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Council Bill/Resolution No. 1027-2015

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with Ronald Washburn for property located at 1101 4<sup>th</sup> Avenue, Moline, Illinois; and authorizing City staff to do all things necessary to complete said sale pursuant to the terms of the Agreement.

WHEREAS, the City wishes to acquire the property located at 1101 4<sup>th</sup> Avenue, Moline, Illinois; and

WHEREAS, Ronald Washburn is the owner of the property and has agreed to sell and convey said property to the City for \$247,500 pursuant to the terms and conditions set forth in 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 Sale of Real Estate with Ronald Washburn for property located at 1101 4<sup>th</sup> Avenue, Moline, Illinois (Parcel Number 5815), for \$247,500; provided, however, that said Agreement is in substantially similar form and content as that attached hereto as Exhibit A and has been approved as to form by City Attorney.

BE IT FURTHER RESOLVED that 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 referenced 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

Scott Raes  
Mayor

March 3, 2015

Date

Passed: March 3, 2015

Approved: March 10, 2015

Attest: Marcy Alexander  
City Clerk

Approved as to Form:

Maura E. Kelly  
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 **RONALD WASHBURN**, a single man, (hereinafter "**Seller**"), located at 1101 4<sup>th</sup> Avenue, Moline, Illinois.

WITNESSETH:

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "**Property**"), and commonly known as 1101 4<sup>th</sup> Avenue, 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 Seller will sell the Property to the Buyer, and the Buyer will purchase the Property from the Seller and pay therefore the amount of **Two Hundred Forty Seven Thousand Five Hundred and No/100ths Dollars (\$247,500.00)** (hereinafter "**Purchase Price**") payable by check to Seller at time of closing.

### **Sec. 2. CLOSING AND POSSESSION**

Closing shall be on or before **the 15<sup>th</sup> day of June, 2015**, 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 Seller, and Buyer shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. Seller and Buyer shall enter into a Post-Closing Possession Agreement for the Property simultaneously with the closing. Said Post-Closing Possession Agreement shall set forth the Agreement between the parties as to possession.

### **Sec. 3. CONVEYANCE OF PROPERTY**

- (a) Form of Deed. The Seller shall convey title to the Property by standard Warranty Deed ("Deed") provided, however, that Seller hereby represents that Seller knows 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. Seller 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. Seller shall, at his 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 Seller. On the closing date, Seller 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. Seller will sign an affidavit that Sellers are not a "foreign person" under the Internal Revenue Act of 1862, as amended.

(f) Special Assessments. Seller 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. Seller represents 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. 4. 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. However, if 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, financing, or operating of the Property in the manner contemplated by Buyer, or if the information disclosed does not otherwise meet Buyer's investment criteria or underwriting for any reason whatsoever, or if Buyer, in its sole discretion, otherwise determines that the Property is unsatisfactory to it, then Buyer may terminate this Agreement by written notice to Seller, given not later than the last day of the Due Diligence Period, set forth below. Upon such termination, the Earnest Money, together with all interest accrued thereon, shall be returned immediately to Buyer, and except as otherwise provided in this section, neither party shall have any further liability to the other hereunder.

2. A. Due Diligence. For a period of three (3) 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, if Buyer deems necessary, Phase II environmental assessments.

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, for service incurred up to the date of closing shall be the responsibility of the Seller. Responsibility for utility payments for services incurred after the closing shall be paid by Seller as stated in the Post-Closing Possession Agreement executed simultaneously with closing.

**Sec. 5. 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. 6. 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 Seller 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. 7. 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. 8. 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. 9. 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. 10. ASSIGNMENTS AND TRANSFERS PROHIBITED**

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

**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



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 behalf by Scott Raes, its Mayor, this 3rd day of March, 2015

City of Moline (Buyer)

Scott Raes  
Scott Raes, Mayor

Attest:

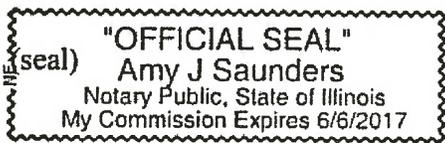
Tracy A. Koranda  
Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs  
Maureen E. Riggs, City Attorney

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

On this 3rd day of March, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES 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.



Amy J Saunders  
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

**SCHEDULE A**

**Legal Description**

**Lots Number Four (4) and Five (5) in Block Number One (1) in that part of the City of Moline known as and called "Pitts, Gilbert and Pitts Second Addition, situated in the County of Rock Island, in the State of Illinois.**

## Memorandum

To: Tracy Koranda, City Clerk

From: Amy Saunders, Legal Assistant 

Date: June 16, 2015

Re: **Resolution No. 1027-2015**  
**Post-Closing Possession Agreement for 1101 4<sup>th</sup> Avenue, Moline**

---

- Attachment: Post-Closing Possession Agreement (original)
- Resolution No.: 1027-2015 (copy attached)
- Action: Scan and file with the above-referenced Council Bill

Thank you.

:ajs (ext. 2012)  
Attachments

**POST-CLOSING POSSESSION AGREEMENT  
FOR: 1101 4<sup>th</sup> Avenue, MOLINE, ILLINOIS**

**WHEREAS**, the undersigned, **RONALD WASHBURN**, a single man, (hereinafter "**Seller**"), 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 15<sup>th</sup> day of June, 2015, pertaining to the above referenced property; and

**WHEREAS**, the Buyer has agreed to allow Seller to remain in possession of the real property more particularly described in **Schedule A** attached hereto and incorporated herein (hereinafter "**Property**"), and commonly known as 1101 4<sup>th</sup> Avenue, Moline, Illinois, after the closing; and

**WHEREAS**, the parties have reached agreement on terms for Seller 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. Seller will be permitted to retain possession of the subject premises from the date of closing until July 31, 2015. By 5:00 p.m. on July 31, 2015, Seller's operation shall cease and all associated equipment shall be vacated from the Property. If Seller vacates the subject premises prior to July 31, 2015, he shall notify Buyer in writing at 619 16<sup>th</sup> St., Moline, IL 61265 that he is vacating the premises, terminating this post-closing agreement, and agreeing that Buyer may take full possession of the premises.
2. Prior to acceptance of possession, Buyer will be afforded a second "walk through" for determining compliance with this Agreement.
3. Seller will maintain the Property in good repair and will not purposefully damage or destroy the Property in any way. If Seller wishes to replace any damaged or inoperable equipment, appliances, fixtures, systems, or other personal property, he shall bear all costs. Seller 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 July 31, 2015, and, at such time, Seller shall have removed all personalty from the Property, vacated the Property, and delivered any remaining keys to Buyer. The parties agree that the Seller may, in his discretion, also remove any and all fixtures from the Property before he delivers possession to the Buyer, including but not limited to, the furnace and air conditioning unit.
5. Seller agrees to occupy the Property at Seller's sole risk and expense. Seller 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 Seller's personal property during the term of this Agreement, and Seller will make no claim

of any nature against the Buyer for injuries, damages, or loss to Seller's person, property, or to third persons incurred as a result of Seller's occupation of the Property under this Agreement.

6. Seller, at his expense, is obligated to maintain a policy of insurance insuring his own personal property, in addition to a policy insuring the real property and naming Buyer as an additional insured to protect the Buyer from all damages to person or property on the premises resulting from accidents on the premises. Said policy shall contain language satisfactory to the Buyer pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances and shall include commercial general liability. Said policy shall remain in effect during the time that Seller remains in possession. Seller shall maintain any required workers' compensation insurance at his sole expense. Said policy or certificate shall be given to Buyer simultaneously with the execution of this Agreement.
7. The parties agree that Seller is not affiliated with the Buyer in any way and nothing in this Post-Closing Agreement may be construed to demonstrate any type of joint venture or cooperative relationship hereunder. Seller shall have exclusive responsibility for its use of the premises. Seller shall serve as the owner and operator of his business. Seller shall be responsible for all staffing, taxes, insurance and appropriate licensing associated with and necessary of the operation. Employees of Seller shall not be deemed employees of the Buyer for any purpose whatsoever. Seller shall be exclusively responsible for payment of all wages, salaries, taxes withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers' compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Seller shall not bring any cause of action alleging Buyer is the employer of any of Seller's employees, officers or agents and Seller shall indemnify, defend and hold harmless Buyer against all claims, losses, costs, or expenses associated with the employment of said employees by Seller.
8. The parties agree that they do not intend to create a relationship of landlord and tenant, but instead to grant to the Seller a license to use the Property for the time stated in this Agreement. If the Seller fails, for any reason, to deliver possession on the possession date, the license of Seller to occupy the Property will terminate on notice. Seller waives all notices required by law, and waives any defenses and consents 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. Seller agrees to reimburse Buyer for all reasonable attorneys' fees and expenses Buyer may incur in enforcement of its rights under this Agreement.

Seller, as licensor, shall pay to Buyer, as licensee, a licensing fee of Five Hundred and 00/100 Dollars (\$500.00). This amount shall be payable upon execution of this Agreement.

9. Seller is responsible for all utility payments during the time that he continues to occupy the Property under this Agreement.

10. If possession is not tendered to Buyer by 5:00 p.m. on July 31, 2015, Seller shall pay Buyer \$50.00 a day for each day that possession is withheld from Buyer after the specified date and time, not as rent, but as liquidated damages.
11. The terms and provisions of this Post-Closing Possession Agreement survive the closing.

IN WITNESS WHEREOF, **Ronald Washburn**, a single man, Seller, has caused this Post-Closing Possession Agreement to be executed this 15<sup>th</sup> day of June, 2015.

By:   
 Ronald Washburn, Seller

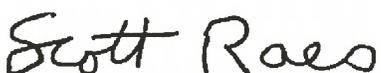
STATE OF ILLINOIS                    )  
   )  
 COUNTY OF ROCK ISLAND        )        ss:

On this \_\_\_\_\_ day of June, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Ronald Washburn, 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.



  
 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 Scott Raes, its Mayor, this \_\_\_\_\_ day of June, 2015.

City of Moline (Buyer)  
  
 Scott Raes, Mayor

Attest:  
  
 Tracy A. Koranda, City Clerk

Approved as to form:

*Maureen E. Riggs*  
Maureen E. Riggs, City Attorney

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

On this 15<sup>th</sup> day of June, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES 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.

(seal)

*Amy L Keys*  
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



## **SCHEDULE A**

### **Legal Description**

**Lots Number Four (4) and Five (5) in Block Number One (1) in that part of the City of Moline known as and called "Pitts, Gilbert and Pitts Second Addition, situated in the County of Rock Island, in the State of Illinois.**

Council Bill/Resolution No. 1121-2015

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project #1232, Washburn Building Demolition, in the amount of \$69,505.

WHEREAS, bids were publicly read on September 29, 2015; and

WHEREAS, bids were solicited with Miller Trucking & Excavating, 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 Miller Trucking & Excavating, Inc. for Project #1232, Washburn Building Demolition, in the amount of \$69,505; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Scott Raes  
Mayor

October 20, 2015  
Date

Passed: October 20, 2015

Approved: November 3, 2015

Attest: *Mary Hernandez*  
City Clerk

Approved as to Form:

*Maura Ely*  
City Attorney

**CITY OF MOLINE  
CONTRACT**

THIS AGREEMENT, made and concluded this 20<sup>th</sup> day of October, A.D., 2015, between **MILLER TRUCKING & EXCAVATING, INC.** of **3303 JOHN DEERE ROAD, SILVIS, IL 61282**, hereinafter referred to as the "CONTRACTOR," and the **CITY OF MOLINE, ILLINOIS**, hereinafter referred to as the "CITY;"

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **SIXTY NINE THOUSAND FIVE HUNDRED FIVE AND 00/100 (\$69,505.00) 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 #1232, WASHBURN BUILDING DEMOLITION** 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 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/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 **SIXTY NINE THOUSAND FIVE HUNDRED FIVE AND 00/100 (\$69,505.00) 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:

Miller Trucking & Excavating

By:

[Signature]  
Justin Miller, Vice President

CITY:

CITY OF MOLINE, ILLINOIS

By:

[Signature]  
Mayor

Attest:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
City Attorney

Date: 10-20-15

Date: 10-20-2015

Performance Bond Attached

Certificate of Insurance Attached

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

KNOW ALL MEN BY THESE PRESENTS: THAT Miller Trucking & Excavating, Inc.,  
as Principal, and North American Specialty Insurance Company, as  
Surety, are held and firmly bound to the City of Moline, Illinois, in the sum of  
Sixty Nine Thousand Five Hundred Five and 00/100  
Dollars, (\$69,505.00) 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 \_\_\_ day of \_\_\_\_\_, 2015, enter  
into a contract with the City of Moline, Illinois for:  
Project #1232, Washburn Building Demolition

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



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN,  
CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN, LACEY CRAMLIT and DIONE R. YOUNG

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven F. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of September, 2015.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 8th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8 day of September, 2015.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

MILLE-7

OP ID: JA

DATE (MM/DD/YYYY)

10/13/2015

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 Davenport, IA 52807 GENE H. KRISMANITS		<b>CONTACT NAME:</b> GENE H. KRISMANITS <b>PHONE (A/C, No, Ext):</b> 563-359-5446 <b>FAX (A/C, No):</b> 563-359-6432 <b>E-MAIL ADDRESS:</b> genek@melfosterinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
<b>INSURED</b> MILLER TRUCKING & EXCAVATING INC 3303 JOHN DEERE ROAD SILVIS, IL 61282		<b>INSURER A:</b> ACUITY <b>INSURER B:</b> LIBERTY MUTUAL INS CO <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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 INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	K83168	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY	X	X	K83168	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB	X	X	K83168	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ WAIVED						AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> N E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROPERTY			K83168	01/01/2015	01/01/2016	
B	EQUIPMENT			IM8742127	01/01/2015	01/01/2016	CARGO 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE NOTEPAD:

**CERTIFICATE HOLDER**

CITYMO2

CITY OF MOLINE, ILLINOIS  
 3635 4TH AVENUE  
 MOLINE, IL 61265

**CANCELLATION**

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

*Gene H. Krizanits*

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**NOTEPAD:**

HOLDER CODE CITYMO2 MILLE-7  
INSURED'S NAME MILLER TRUCKING & EXCAVATING OP ID: JA

PAGE 2  
Date 10/13/2015

CITY OF MOLINE AND ITS EMPLOYEES, ACTING WITHIN THE SCOPES OF THEIR DUTIES, ARE ADDITIONAL INSURED FOR ALL COVERAGE. NO CANCELLATION BEFORE EXPIRATION DATE OF THE POLICIES LISTED HEREIN ABOVE SHALL BE EFFECTIVE UNLESS THE HOLDER OF THIS CERT HAS RECEIVED AT LEAST 10 DAYS PRIOR WRITTEN NOTICE OF CANCELLATION. WAIVER OF SUBROGATION IS IN FAVOR OF THE CERT HOLDER. UMBRELLA FOLLOWS FORM.

RE: PROJECT 1232, WASHBURN BUILDING DEMOLITION.



Department of  
Public Works

3635 4<sup>th</sup> Avenue  
Moline, Illinois 61265

Administration  
(309) 524-2345

Engineering  
(309) 524-2350

Municipal Services  
(309) 524-2400

# TRANSMITTAL

Date: October 15, 2015  
To: Maureen/Vickie  
Subject: Project #1232 -  
Washburn Building Demolition

RECEIVED  
10/16/15

ok MKR  
10-20-15  
to City Clerk 10/20/15

<b>Sent VIA:</b>	
<input type="checkbox"/>	Hand Delivered
<input checked="" type="checkbox"/>	Interoffice Mail
<input type="checkbox"/>	Fax
<input type="checkbox"/>	Fax, Original Mailed
<input type="checkbox"/>	UPS
<input type="checkbox"/>	Fed Ex

Ret to Eng 10-21-15  
MKR

We are Sending:	Transmitted for:	Action Taken:
<input type="checkbox"/> Plans, ____ Copies	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Specifications, ____ Copies	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Shop Drawings, ____ Copies	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned
<input type="checkbox"/> Pay Estimate	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Revise and Resubmit	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Prints	<input type="checkbox"/> Signature	<input type="checkbox"/> Revised
<input type="checkbox"/> Letter	<input type="checkbox"/> Return By:	
<input type="checkbox"/> Request for Information	<input type="checkbox"/> Return ____ Copies	
<input checked="" type="checkbox"/> Other:		

COMMENTS:

Enclosed please find the Contract, Contract Bond and Certificate of Liability documents for the above-referenced project that goes to council on 10/20/2015, CB#1121-2015 for your review.

Thanks!

Andrea Peterson  
Engineering Division  
City of Moline  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265  
apeterson@moline.il.us

**Joint Review Board  
June 21, 2016  
2:00 p.m.  
Moline City Hall  
Committee-of-the-Whole Room  
619 – 16<sup>th</sup> Street**

---

**MINUTES**

**Joint Review Board (JRB) Representatives Present:**

Scott Raes, Mayor, City of Moline  
Lew Steinbrecher, City Administrator, City of Moline  
David McDermott, Moline School District  
Richard Brunk, Rock Island County Board  
Kim Lazenby, South Moline Township  
Steven Frommelt, Black Hawk College  
Mike Crotty, Public Representative  
Dan Hance, Public Representative

**Interested Parties Registry Members Present:**

Sandra O'Neil

**Additional Persons Present:**

Lanty McGuire

**City of Moline Council Members Present:**

David Parker, Jr., 2<sup>nd</sup> Ward  
Mike Wendt, 3<sup>rd</sup> Ward

**City of Moline Staff Present:**

Maureen Riggs, City Attorney  
Kathy Carr, Finance Director  
Keith Verbeke, Finance Manager  
Ray Forsythe, Planning & Development Director  
Annaka Whiting, Housing Grant Compliance Analyst  
Vickie Felger, Legal Services Specialist

Mayor Scott Raes called the meeting to order at 2:00 p.m., and those present provided an introduction. Annaka Whiting, Housing Grant Compliance Analyst, followed by providing a summary of the 2015 Annual TIF Reports.

Ms. Whiting indicated that she completed the reports and they were reviewed by Maureen Riggs, City Attorney. A spreadsheet and booklet summarizing each TIF was provided to those present. Ms. Whiting summarized each TIF District by providing the name, date established, expiration date, base EAV, current EAV, prior year EAV increase/decrease, beginning balance, deposits, expenditures, ending

balance and a combined beginning balance, fund deposits, expenditures, and ending balance. Ms. Whiting also discussed specific information related to each TIF including bond proceeds, large expenditures, and changes in EAVs due to decrease in property values, and confirmed upon inquiry that the spreadsheet provided contains the most accurate and current information as of the meeting date.

During the summarizations of the TIF Districts, Ray Forsythe, Planning and Development Director, responded to questions and/or provided additional information regarding same, as follows.

TIF #1 Downtown: This TIF District will be paid off by the time it sunsets in 2021 and no new development agreements are anticipated because of the time remaining in the TIF.

TIF #2 One Moline Place: There are a few single family units remaining to be sold in this development and the current cash flow is sufficient to make payments. It is anticipated that the TIF will end at a zero balance or will be in the black.

TIF #3 Old Moline High School: This TIF does include some adjacent property. The apartment complex for which the TIF was created is usually 100% occupied. Beginning in 2016, the increment paid to the developer Gorman & Company dropped from 95% to 90% pursuant to the development agreement.

TIF #4 Autumn Trails: The City recently entered into a development agreement with Dan Weber, KAS Company, for completion of this project, and the developer has complied with all the requirements of the agreement. Clear title to the property is anticipated within the next 3-4 months, at which time construction may begin. Staff recommends this TIF District conclude at the end of 2017.

TIF #5 KONE Centre: This TIF has an increase in EAV from the prior year. The developer has completed three full floors of this project and one and one-half floors are currently leased. Two condo units on the top floor have been completed with one having been sold and the other on the market. The developer is negotiating for additional tenants for the first and second floors. KONE has increased job positions on site with the addition of 40-60 staff members and has added a training facility on site that will link to increases in area hotel and restaurant business.

TIF #6 Moline Place: The developer for Phase II, "The Point" redevelopment, is Russell Construction. All title work is complete and City staff hopes to close on the property sale as soon as possible. The project will include infrastructure work and public improvements and market-rate senior/assisted living units. The Phase III developer is B.M. Bagby. The property has been sold to Bagby and he has started development on the first of five multi-unit, two-story townhouse buildings. The units will be sold at market rate.

TIF #9 Routes 6 & 150: Development is anticipated within six months to a year. The former Horace Mann School property is located within the TIF District. There has been discussion of a recycling center being built within the TIF, but that has not yet been confirmed. A central building for contractors is anticipated.

TIF #10 Health Park: The master plan for this TIF District contained six buildings. The first building is now on the tax rolls and the TIF District is performing as per the Redevelopment Plan. Once the first building is complete and fully occupied, construction will commence on the next building. Genesis is seeking opportunities to begin the next phase.

TIF #11 Multi-Modal Area: Mr. Forsythe informed the Board of the exciting news just received that IDOT had informed the Federal Railroad Administration that it will proceed with the proposal for passenger rail service between Chicago and Moline and that IDOT is strongly committed to the project. That decision keeps in place the federal funding that was awarded in 2010 for the connection. Mayor Raes added that he and Mr. Steinbrecher would participate in a conference call following the JRB meeting to learn of additional details regarding a timeline, etc. Mr. Forsythe explained that the train station portion of the MMS is already fully funded; the building has been cleared of asbestos and bid packages 1 and 2 are substantially complete. Responses to bid package 3 for the build out of the public improvements will be opened on 06/22/16 and work is expected to begin 07/01/16. The passenger rail from Wyanet to Moline will require new track and designs are approximately 30% complete.

TIF #12 Riverbend Commons: The Mills at Riverbend Commons is fully occupied with students and interns of Deere, KONE and Alcoa, and Phase II is expected to begin soon for additional market rate apartments. The TIF is expected to generate within the next 2-3 years. A new restaurant for the site is anticipated soon and a grocery store and market rate apartments may be future additions.

Mr. Forsythe also informed the Board that a public hearing is scheduled for the 06/22/16 Plan Commission meeting. The hearing is for an urban design and transportation update to the City's Official Comprehensive Plan. With regard to the bridge expansion, Forsythe explained that the City has entered into a memorandum of understanding with IDOT to retain the property from the former Spiegel Moving & Storage building to the new bridge ramp location and that the City has now acquired the Spiegel building following a clean out of the majority of the building by its prior owner. The adjacent Depot building was demolished on today's date.

Mr. Forsythe noted that the booklets provided to all persons present contained summaries of each TIF district in addition to information relating to the 2015 Sales Tax Reports, and he provided a brief overview of the sales tax reports portion, noting that the agreement for Mills Chevrolet will be voided given the company's closing and relocation. The majority of the TIF Districts are operating as expected. Forsythe also commented on the City's marketing efforts as illustrated in the booklet and positive feedback on same. A chart of area city comparables included in the booklet shows that Moline is still the most affordable of the Quad Cities to live in.

Mayor Raes concluded with a comment regarding TIF #1 Downtown, stating that the Rock Island Arsenal changed command last week and a plan to move the guard gates will increase activity at the Moline entrance.

Mayor Raes adjourned the meeting at 2:40 p.m.