

Memorandum

Community and Economic Development Department

To: Rock Island City Council

Subject: Bally's Quad Cities Casino & Hotel Agreement

Date: March 13, 2023



Bally's Corporation purchased the former Jumer's Casino and Hotel in the City of Rock Island in June of 2021. Through the purchase Rock Island's casino becomes part of a nationally recognized brand and a part of a network of benefits for customers. Bally's has shown a pattern of meaningful investment in the property since its purchase, but there are a variety of factors that still impact the potential success of the casino.

Of the three Quad Cities Casinos, Bally's Quad Cities is the only property located in Illinois. During the pandemic this casino was subject to much more stringent response measures than the other two which has impacted market share and customer traffic. The proliferation of video gaming terminals across the state and a newly approved casino in Rockford will also continue to impact future profits of Bally's Quad Cities.

Rock Island's original development agreement with Bally's was completed at the end of 2022. Bally's team members have approached City staff about a new development agreement that would allow Bally's to continue on its trajectory to recovering market share and revenues, but also allow necessary capital investments to be made. The proposed capital investments will allow Bally's to be more competitive against the newer casino properties in Iowa as well as add a new state-of-the-art sportsbook which will attract new customers. Bally's team sees this new agreement as a path to increased employment at the facility, increased tax revenue for the City, and securing Bally's as the top gaming destination in the Quad Cities once again.

Recommendation:

The Community & Economic Development Department recommends that the City Council approve the attached agreement and consider the attached ordinance.

Submitted by: Tarah Sipes, Economic Development Manager
Miles Brainard, Community & Economic Development Director

Approved by: Todd Thompson, City Manager

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF ROCK ISLAND, ROCK ISLAND COUNTY, ILLINOIS
AND THE ROCK ISLAND BOATWORKS, INC.**

THIS REDEVELOPMENT AGREEMENT (“*Agreement*”) is entered into as of the _____ day of _____, 2023 (“*Effective Date*”), by and between the City of Rock Island, Rock Island County, Illinois, a home rule municipality of the State of Illinois (“*City*”) and The Rock Island Boatworks, LLC, a limited liability company of the State of Illinois (the “*Developer*”). The City and the Developer sometimes are referred to individually as a “*Party*” and collectively as the “*Parties*”.

In consideration of the mutual covenants and agreements set forth in this Agreement, the City and Developer hereby agree as follows:

ARTICLE 1: RECITALS

1.1 The City is engaged in the reconstruction and the revitalization of certain commercial properties in an area which is known as the Parkway/I-280 Redevelopment Project Area as hereinafter defined.

1.2 The City has the authority pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

1.3 Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the Mayor and City Council of the City (collectively, the “*Corporate Authorities*”) are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a “blighted area”, or a “conservation area” as such terms are defined in the TIF Act.

1.4 To stimulate and induce redevelopment pursuant to the TIF Act, the Corporate Authorities, after giving all required notices, conducting a public hearing and making all findings required by law, on the 22nd day of November, 2004, pursuant to Ordinance Nos. 53-00, 54-00, and 55-00 approved a Redevelopment Plan and Project (the “*Redevelopment Plan*”) for an area designated as the Parkway/I-280 Redevelopment Project Area (the “*Project Area*”) and adopted tax increment financing for the payment and financing of “Redevelopment Project Costs” (as hereinafter defined in Article 2) incurred within the Project Area as authorized by the TIF Act.

1.5 Pursuant to the TIF Act, the City entered into a Development Agreement (the “*Original Agreement*”) in 2004 with The Rock Island Boatworks, LLC owned and controlled by investors other than the current owners (the “*Original Developer*”), the purpose of which was to induce the Original Developer to develop 118.32 acres (the “*Project Site*”) with a gaming facility, lodging and related entertainment and commercial facilities (the “*Project*”) d/b/a Jumers Casino, which Project was completed and in full operation in 2007.

1.6 In June of 2021, the Developer acquired the Project Site and the assets of the Original Developer corporation thereby retaining the name of the Original Developer but d/b/a Bally's Quad Cities Casino & Hotel (the "*Business*") and also was assigned the Original Agreement.

1.7 The Developer has now submitted a proposal to the City to rehabilitate the general facilities and grounds through a variety of capital projects including both an area of the existing facility into a sports book and sports lounge and to renovate and refurbish all of the hotel rooms (collectively, the "*New Project*") resulting in a total investment of \$34,000,000 by the Developer into the Project Site including the cost of acquisition.

1.8 The Developer has advised the City that it is not economically feasible for the Developer to undertake the New Project without financial assistance and the City is prepared to financially assist the Developer in an amount not to exceed a portion of the eligible Redevelopment Project Costs for the New Project (which is estimated to be \$12,583,418) in order to induce the Developer to construct and complete the New Project.

1.9 The City desires the Developer to proceed with the New Project in accordance with this Agreement in order to guarantee the continuing operation of a major commercial facility thereby maintaining and increasing job opportunity for its resident and increasing its tax base and, therefore, is prepared to reimburse the Developer for certain eligible Redevelopment Project Costs, subject to the terms of this Agreement, the TIF Act and all other applicable provisions of law.

ARTICLE 2: DEVELOPER'S OBLIGATIONS

2.1 The Developer agrees to obtain any approvals and all permits as required from the City to construct the New Project in accordance with all applicable codes and ordinances of the City. All projects are subject to approval from the Illinois Gaming Board, as required.

2.2 On or before December 1, 2023, and including projects which predate this Agreement, the Developer shall have completed a number of capital projects relating to rehabilitation of the general grounds and facilities and including construction of the sports book and sports lounge (the "*Sportsbook*") and have commenced operation and agrees to continue the operation of the Sportsbook without interruption during the term of this Agreement.

2.3 On or before December 1, 2023, the Developer shall certify to the City the total number of employees at the Project Site and the net increase of the number of employees from the date of its acquisition of the Project Site. The Developer further agrees to annually certify the number of employees working at the Project Site each December 1 during the term of this Agreement. It is understood and agreed that the failure to annually certify the number of employees at the Project Site shall constitute a breach of this Agreement authorizing the City to take any and all action as provided in Article 5 hereof.

2.4 On or before December 1, 2023, the Developer shall have commenced the rehabilitation and renovation of all 205 hotel rooms and continue such rehabilitation and renovation until all 205 hotel rooms have been renovated (the "*Hotel Project*").

2.5 On or before December 1, 2023, the Developer shall submit to the City all paid bills and paid receipts evidencing the costs insured in connection with the New Project as of that

date. The Developer further agrees to annually submit to the City all additional paid bills and other receipts evidencing costs incurred (and not previously submitted to the City) in connection with the Hotel Project.

2.6 On or before December 1, 2026, the Developer shall have submitted to the City evidence of expenditures in the amount of \$12,583,418 or more for eligible Redevelopment Project Costs.

2.7 For purposes of this Agreement “Redevelopment Project Costs” shall mean and include all costs and expenses defined as “Redevelopment Project Costs” in Section 11-74.4-3(q) of the TIF Act.

ARTICLE 3: CITY’S OBLIGATION’S

3.1 The City has established a Special Tax Allocation Fund (the “*STAF Account*”) into which the City annually deposits all “Incremental Taxes”, as hereinafter defined, derived from the Project Area. For purposes of this Agreement, “Incremental Taxes” shall mean the amount in the STAF Account equal to the amount of ad valorem taxes, if any, paid in respect of the Project Area which are attributable to the increase in the equalized assessed value of the Project Area and its improvements over the initial equalized assessed value of the Project Area as of the date of the adoption of Ordinances No. 53-00, 54-00, 55-00 adopting tax increment financing pursuant to the TIF Act. The City shall make certain payments to the Developer from the STAF Account as provided in Article 4.

3.2 THE CITY’S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE STAF ACCOUNT AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY. THE CITY WARRANTS THERE ARE NO OTHER PRESENT OBLIGATIONS TO THIS STAF ACCOUNT.

ARTICLE 4: REIMBURSEMENT TO THE DEVELOPER

4.1 The City hereby agrees to reimburse the Developer \$4,758,613 for eligible Redevelopment Project Costs from the percentages of Incremental Taxes as set forth in Section 4.2 hereof so long as no event described in Article 5 has occurred for which notice has been issued and remains outstanding, but only upon satisfaction of the following:

- (a) General facility and grounds rehabilitation and completion of the Sportsbook and commencement of its operation on or before December 1, 2023; and,
- (b) Additional general facility and grounds rehabilitation and commencement and continuation of the Hotel Project until completion and satisfaction of all of the Developer’s obligations under Article 2, on an annual basis where applicable.

4.2 Reimbursements to the Developer shall be made as follows:

<i>Date</i>	<i>Percentage of Incremental Taxes Deposited into the STAF</i>
December 15, 2023	75%

December 15, 2024	65%
December 15, 2025	45%
December 15, 2026	20%
December 15, 2027	\$4,758,613 less the amount paid to date

ARTICLE 5: ENFORCEMENT AND REMEDIES

5.1 The City may seek to enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement other than payments due to the Developer under Article 4 hereof.

5.2 In the event of a breach of this Agreement, the City agrees that the Developer shall have thirty (30) days after notice of any breach delivered in accordance with Article 8 hereof to correct such breach prior to the Party's pursuit of any remedy provided for in Section 5.3; provided, the alleged default is reasonably susceptible to being cured within the 30-day period; the Developer has promptly initiated the cure of the default; and, the Developer diligently and continuously pursues the cure of the breach until its completion. If the Developer fails to cure the default, the City shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be deemed necessary to cure the default. In any event, the Developer hereby agrees to pay the City for all costs and expenses reasonably incurred by it in connection with any action taken to cure the default.

5.3 Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- (a) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any of documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- (b) Developer's default in the performance or breach of any material covenant, warranty, or obligation contained in this Agreement.
- (c) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed

and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.

- (d) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.
- (e) Developer's failure to pay all permit fees, fines, taxes (including real estate taxes), licenses, water bill or any other amount due and owing to the City.
- (f) The Developer ceases to continue the full operation of the Business at the Project Site.

5.4 In the event of default by the Developer, the City may:

- (a) Subject to the provisions of this Agreement, in the case of an event of default by Developer, the City, pursuant to this Section 5.3, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of Developer of its obligations under this Agreement.
- (b) In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then, and in every such case, Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City shall continue as though no such proceedings had been taken.

5.5. In the event the City defaults in performance of any material covenant, representation or obligation set forth in this Agreement, the Developer shall provide the City with a written statement setting for the default. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured with such thirty (30) day period, additional thirty (30) day periods may be extended to the City by mutual agreement of the parties so long as the City is diligently proceeding to cure the default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default shall not operate as a waiver of any such default or of any rights or remedies it may have as a result of such default. The sole remedy of the Developer in the event of a breach of this Agreement by

the City shall be to institute legal action for specific performance or injunctive relief against the City. In the event Developer prevails in any such action, it shall be entitled to recover from the City all reasonable attorney fees, costs, and expensed incurred therein.

ARTICLE 6: MUTUAL UNDERSTANDINGS

6.1 The Developer agrees to indemnify the City, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such persons in connection with or as a result of (i) the Developer's development, construction, maintenance, or use of the Project (ii) Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the City or any of the aforesaid persons in connection with or as a result of: (i) the performance of the City's obligations under this Agreement; or, (ii) the act, omission, negligence or misconduct of the City or any of the aforesaid persons. If the Developer shall commit an event of default and the City should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer, on the City's demand, shall pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

6.2 Developer shall maintain the Project Site in reasonably good and clean condition at all times during the construction of the Project by the Developer.

6.3 The Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third Party, against violations or damage or injury of any kind at any time. In addition:

- (a) The Developer shall hold harmless the City, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may be asserted at any time against any of such Parties in connection with (i) the City's review and approval of any plans or improvements; or, (ii) the City's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the City as a result of a City event of default under this Agreement and claims that the City, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

- (b) Developer shall pay all expenses, including reasonable legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (a) above.

6.4 Time is of the essence in the performance of all terms and provisions of this Agreement. However, the time for a Party's performance of any obligation hereunder shall be extended on a day-for-day basis by reason of Force Majeure, as hereinafter provided, and the time for performance of any obligation hereunder the Developer may be extended without having to amend this Agreement. The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the City, the convening of meetings and, when necessary, public hearings, within reasonable periods, and the adoption of ordinances) to further the implementation of the provisions of this Agreement and the intentions of the Parties as reflected by those Provisions. The Developer agrees to execute such application and other documents and to otherwise cooperate as may be necessary, proper and appropriate to obtain approvals and authorizations from other government and administrative entities. Whenever a Party is required to obtain the approval or consent of the other Party, or of any of its employees, agents, or attorneys, under the provisions of this Agreement, such approval or consent shall not be unreasonably withheld or delayed.

6.5 Notwithstanding that time is of the essence; provided a party shall not be deemed in material default of this Agreement with respect to any obligations of this Agreement, except for the obligation to make payments hereunder, on such Party's part to be performed if such Party fails to timely perform the same and such failure is due in whole or in part to any civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other Party (or the other Party's agents, employees or invitees) or similar causes beyond the reasonable control of such Party ("Force Majeure"). If one of the foregoing events shall occur or either Party shall claim that such an event shall have occurred, the Party to whom such claim is made shall investigate the same and consult with the Party making such claim regarding the same and the Party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

6.6 The Developer may not assign its rights or obligations under this Agreement without the express written consent of the City, which consent shall not be unreasonably withheld.

6.7 The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. There shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, national origin or ancestry in the construction of the Project. Neither the Developer nor any person claiming under or through the Developer shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or

vendees of any portion of the Subject Property.

ARTICLE 7. TERM

This Agreement shall be in full force and effect upon its execution by the Parties and terminate upon the first to occur: (i) receipt by the Developer of \$4,758,613 for eligible Redevelopment Project Costs pursuant to this Agreement; or, (ii) December 31, 2028 (the “Term”).

ARTICLE 8. NOTICES

8.1 All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

Bally’s Quad Cities
777 Bally Blvd.
Rock Island, Illinois 61201

With a copy to:

John S. Callas
McCarthy, Callas & Feeney, P.C.
329 18th Street
Rock Island, Illinois 61201

Notices and communications to the City shall be addressed to and delivered at these addresses:

City of Rock Island
1528 Third Avenue
Rock Island, Illinois 61201
Attn: City Manager

With a copy to:

Kathleen Field Orr
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

By notice complying with the requirements of this Section, each Party shall have the right to change the address or addressee, or both, for all future notices and communications to such Party, but no notice of a change of address or addressee shall be effective until actually received.

8.2 No modification, addition, deletion, revision, alteration, amendment or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the City and the Developer. No term or condition of this Agreement shall be deemed waived by any Party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such Party. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

8.3 No claim as a third Party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City or Developer.

8.4 This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

8.5 This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Rock Island, Illinois.

City of Rock Island, an Illinois municipal corporation

By: _____
City Manager

Attest:

City Clerk

The Rock Island Boatworks, LLC

By: _____
President

Attest:

Secretary

**AN ORDINANCE OF THE CITY OF ROCK ISLAND, ROCK ISLAND COUNTY, ILLINOIS,
APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF ROCK
ISLAND AND ROCK ISLAND BOATWORKS, INC.**

WHEREAS, the City of Rock Island, Rock Island County, Illinois (the "*City*") is a duly organized and validly existing home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*"), the Mayor and City Council of the City (collectively, the "*Corporate Authorities*") are empowered to undertake the development or redevelopment of a designated area within its municipal boundaries in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance Nos. 53-00, 54-00, and 55-00, respectively, adopted on November 22, 2004, approved a redevelopment plan and project (the "*Redevelopment Plan*") setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the Parkway/I-280 Redevelopment Project Area (the "*Redevelopment Project Area*"); and adopted tax increment allocation financing for the Redevelopment Project Area; and,

WHEREAS, Rock Island Boatworks, Inc., an Illinois corporation (the "*Developer*") has advised the City that the Developer intends to renovate the 118.32 acre property commonly known as 777 Bally Boulevard located in the City and within the Redevelopment Project Area (the "*Subject Property*") through a variety of capital projects, including both refurbishing an area of the existing facility into a sports book and sports lounge, and renovating and refurbishing all hotel rooms (the "*Project*"); and,

WHEREAS, the Developer has also informed the City that because of the considerable investment required to undertake the redevelopment of the Subject Property it shall be unable to proceed without additional assistance from the City; and,

WHEREAS, the Corporate Authorities have determined that in order to induce the Developer to undertake the Project at the Subject Property it is in the best interests of the City, and the health, safety, morals, and welfare of the residents of the City, for the City to provide financial assistance pursuant to the terms of a redevelopment agreement between the City and the Developer thereby providing economic development and job opportunities for the residents of the City; and, enhancing the tax base of the City and other taxing districts.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Rock Island, Rock Island County, Illinois, as follows:

Section 1: That the Redevelopment Agreement by and between the City and the Developer, attached hereto and made a part hereof, is hereby approved and the City Manager and City Clerk are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to

implement its terms on behalf of the City.

Section 2: This Ordinance shall be in full force and effect immediately upon its passage by the Mayor and City Council and approval as provided by law.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2023

Mayor

Attest:

City Clerk