



MOLINE CITY COUNCIL AGENDA

Tuesday, June 11, 2013

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of June 4, 2013.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3014-2013

An Ordinance amending Chapter 8, "BUILDING AND OTHER CONSTRUCTION AND BUILDING SERVICES," of the Moline Code of Ordinances, Sec. 8-1403, "PLUMBING LICENSE," by repealing said section in its entirety and enacting in lieu thereof one new Sec. 8-1403.

EXPLANATION: Section 8-1403, "PLUMBING LICENSE," of the Code currently provides that individuals applying for a plumbing permit to conduct work within the City must be a licensed plumber and must register with the City and pay a \$50 administrative filing fee. Pursuant to the Illinois Plumbing License Law, 225 ILCS 320/42, such licensing requirements must be regulated by the State of Illinois. Amending Sec. 8-1403 will bring the Code into compliance with the State statute regarding the licensure and registration of plumbers.

FISCAL IMPACT: A refund of \$1,350 in fees paid this year, and an approximate yearly reduction of the same amount in future years.

PUBLIC NOTICE/RECORDING: Pamphlet publication required

2. Council Bill/General Ordinance 4021-2013

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with Ride the River scheduled for Sunday, June 16, 2013.

EXPLANATION: This is a yearly event and has been reviewed and approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

3. Council Bill/Resolution 1086-2013

A Resolution authorizing the Mayor and City Clerk to execute an agreement between the City of Moline and the Moline Housing Authority setting forth the terms for the shared assignment of two police officers at the Spring Brook Courts housing complex and the police department.

EXPLANATION: This item is the annual renewal of the agreement for assignment of two police officers at Moline Housing Authority property. The officers will work full time at Authority property, other than 24 duty days which will be police department assigned work days. The Housing Authority will reimburse the city for a portion of the salary and benefit costs of the officers based on the assignment days.

FISCAL IMPACT: Reimbursement of \$98,709.00

PUBLIC NOTICE/RECORDING: N/A

4. Council Bill/Resolution 1087-2013

A Resolution authorizing staff to do all things necessary to implement the 2013-2014 Façade Improvement Program on behalf of the City of Moline including application review and approvals; Loan Agreement, Promissory Note, Real Estate Mortgage and Personal Guarantee execution and recording as necessary in accordance with the application guidelines and requirements.

EXPLANATION: The purpose of the City of Moline’s Façade Improvement Program (FIP) is to provide financial assistance to property owners (or tenants with property owner’s approval) for the rehabilitation of facades on tax generating structures in Moline’s Commercial Districts. All rehabilitation work must be respectful of the historic character of the building, with every reasonable effort made to preserve the distinguishing original stylistic features of said building. This program has been developed for calendar years 2013-2014 (January 1 – December 31) with funds from the Community Development Block Grant Program (CDBG), TIF District #1, and General Funds for 2013 and funding to be determined for 2014 through the budgeting process.

FISCAL IMPACT: Increased Property Value

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1088-2013

A Resolution authorizing the Mayor and City Clerk to execute a Licensing Agreement with Alfred M. Williams to install retaining walls on 9th Street right of way at 2631 9th Street.

EXPLANATION: Alfred M. Williams owns the residential property located at 2631 9th Street. There is a retaining wall in front of the property that is in need of repair that is on public right-of-way. In order to obtain a building permit to remove the damaged wall and construct terraced retaining walls, the property owner needs to enter into a licensing agreement with the City of Moline.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

RESOLUTIONS

6. Council Bill/Resolution 1089-2013

A Resolution authorizing the Mayor and City Clerk to execute a Memorandum of Understanding between the City of Moline,

OMNIBUS VOTE		
Council Member	Aye	Nay
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

City of Rock Island, and County of Rock Island, setting forth the terms for submitting a joint application for funding available through the U. S. Department of Justice 2013 Byrne Justice Assistance Grant (JAG) Program.

EXPLANATION: Moline, Rock Island, and Rock Island County law enforcement agencies are eligible to submit a joint application for a total of \$46,479 to be awarded through the JAG program. The 2013 Allocations and Disparate Information listing published by the Department of Justice specified an award level of \$17,692 for Moline and \$28,787 for Rock Island, with Rock Island County listed as a disparate jurisdiction entitled to request a share of the award. Staff from the each agency recommends that \$4,647.90 be allocated to County for its Courthouse/Justice Center Security Enhancement Project, \$25,908.30 to Rock Island for its Police Officer Personnel Project, and \$15,922.80 to Moline for its Less Lethal Weapon Deployment Project. No matching funds are required under the grant.

FISCAL IMPACT: Grant award of \$15,922.80 for the Moline Police Department to purchase 13 Taser units and 185 duty cartridges.

PUBLIC NOTICE/RECORDING: Public Notice through published agenda and open meeting.

FIRST READING ORDINANCES

CB 1089-2013		
Council Member	Aye	Nay
Knaack		
Parker		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

7. Council Bill/General Ordinance 3015-2013

An Ordinance amending the Council Bill/Ordinance No. 3005-2013, which amended the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated thereto as Section 35-3103, by inserting a corrected legal description for the Valley View Preliminary Planned Unit Development (PUD) District. (*Menards Inc. and Sam's Real estate Trust, 44th Avenue at 65th Street.*)

EXPLANATION: Council Bill/Ordinance No. 3005-2013 was approved by the City Council on April 23, 2013, and it has been discovered that the legal description incorrectly describes the territory for the amended Preliminary Planned Unit Development (PUD) District at Valley View. This Ordinance will correct the legal description for the territory.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Record by owner

8. Council Bill/General Ordinance 4022-2013

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Antique Car Show scheduled for Saturday, June 29, 2013.

EXPLANATION: This is a yearly event and has been reviewed and approved by the Special Event Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

9. Council Bill/General Ordinance 4023-2013

A Special Ordinance declaring the property at 1325 17th Street as surplus and authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 1325 17th Street, Moline, to Ronald R. Hanson.

EXPLANATION: The City acquired this property in September 2004 via quit claim deed from the prior owners after they failed to demolish or rehabilitate the fire-damaged house and garage on the property. As authorized by Council Bill 1254-2004, the City demolished the fire-damaged structures

located on the property for \$750.00. This lot does not meet the minimum lot requirements under the Moline Code of Ordinances therefore nothing can be built on this lot. The neighboring property owner, Ronald R. Hanson, has indicated a willingness to acquire the property. The City has no future plans for this unbuildable lot. The sale of this property will lower the City's property maintenance expenses and increase the property tax base in the future.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Law Department to Record Deed

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

AN ORDINANCE

AMENDING Chapter 8, "BUILDING AND OTHER CONSTRUCTION AND BUILDING SERVICES," of the Moline Code of Ordinances, Sec. 8-1403, "PLUMBING LICENSE," by repealing said section in its entirety and enacting in lieu thereof one new Sec. 8-1403.

WHEREAS, Sec. 8-1403, "PLUMBING LICENSE," of the Moline Code of Ordinances, currently provides that individuals applying for a plumbing permit to conduct work within the City must be a licensed plumber and must register with the City and pay a \$50 administrative filing fee; and

WHEREAS, pursuant to the Illinois Plumbing License Law, 225 ILCS 320/42, such licensing and registering requirements must be regulated by the State of Illinois; and

WHEREAS, this amendment to Sec. 8-1403 will bring the Code into compliance with the State statute regarding the licensure and registration of plumbers.

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

Section 1. That Chapter 8, "BUILDING AND OTHER CONSTRUCTION AND BUILDING SERVICES," of the Moline Code of Ordinances, Sec. 8-1403, "PLUMBING LICENSE," is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 8-1403, which shall read as follows:

"SEC. 8-1403. PLUMBING LICENSE.

No person shall be allowed to do plumbing or receive a permit therefor within the City of Moline unless and until licensed as a plumber under the Plumbing License Law (225 ILCS 320/1 *et seq.*), or unless exempted from the licensing requirements of said law. In order to obtain a plumbing permit, the person applying therefor shall post a State of Illinois plumbing license for the business or corporation and a State of Illinois plumbing license for the individual holding a plumbing license who shall be an officer of the business or corporation."

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/Ordinance No.: 4021-2013

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with Ride the River scheduled for Sunday, June 16, 2013.

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

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Sunday, June 16, 2013, from 5:00 a.m. until 4:00 p.m.

All lanes of 17th Street from the northernmost side of River Drive to the north end of the street;
Easternmost lane of 55th Street from River Drive to Old River Drive;
10 feet of the northernmost side of Old River Drive from the easternmost side of 55th Street to the northernmost lane of River Drive;
Northernmost lane of River Drive from the northernmost side of Old River Drive to the western entrance of Celebration Belle.

It shall be an offense to use said roadways for vehicular purposes during said time.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1086-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement between the City of Moline and the Moline Housing Authority setting forth the terms for the shared assignment of two police officers at the Spring Brook Courts housing complex and the police department.

WHEREAS, in 1994, the police department obtained a three-year federal grant to assign two police officers to work with the Moline Housing Authority; and

WHEREAS, since the expiration of the grant in 1997, the Moline Housing Authority and City have entered into an agreement each year to continue the program; and

WHEREAS, the proposed agreement provides, in part, for the Moline Housing Authority to reimburse a percentage of the current salary and benefits of the assigned officers based on the number of assignment days.

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 between the City of Moline and the Moline Housing Authority setting forth the terms for the shared assignment of two police officers at the Spring Brook Courts housing complex and the police department, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 11, 2013

Date

Passed: June 11, 2013

Approved: June 18, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

MOLINE HOUSING AUTHORITY

INTERGOVERNMENTAL AGREEMENT FOR SUPPLEMENTAL POLICE SERVICES

THIS AGREEMENT made and entered into this 1st day of April, 2013, by and between the Moline Housing Authority, an Illinois statutory municipal authority, hereinafter referred to as “Authority”, and the City of Moline, Moline Police Department, hereinafter referred to as “City”, an Illinois Municipal Corporation.

WITNESSETH:

WHEREAS, the Moline Housing Authority and the City of Moline desire to maintain a safe, secure living environment for residents of the Authority’s properties through the use of supplemental community policing via the City of Moline Police Department; and both the Authority and the City believe that having police officers assigned and stationed on Authority property will deter crime and increase resident safety; and

WHEREAS, the Moline Housing Authority desires to maintain a cooperative relationship between the Moline Police Department, and residents of the Authority; and

WHEREAS, the Authority desires to enter into an intergovernmental agreement with the City of Moline for additional police services for Authority properties above and beyond baseline police services offered by the City of Moline to all of its resident population in an effort to create a crime-free environment and to provide for the safety and protection of the residents in public housing developments, subject to availability of funding; and

WHEREAS, the City, with a population greater than 43,000, has plenary police powers pursuant to Article VII, 6(a), Illinois Constitution; and

WHEREAS, the City of Moline desires to assist in the Moline Housing Authority’s crime elimination efforts by providing effective supplemental police services above and beyond baseline police services provided by the City at all Authority locations;

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

ARTICLE I - SERVICES PROVIDED BY THE CITY

- 1.1 The City agrees to implement a Community Oriented Policing Policy within public housing. Specifically, this policy will dictate the following:

The police department will provide two police officers to the Moline Public Housing Authority property as specified in Article I, Section 1.2(B)(1), and will assign additional officers from time to time as needed to address neighborhood or community problems.

- 1.2 The City agrees that the supplemental services rendered by the officers assigned under this Agreement, hereinafter referred to as “assigned officers”, are in addition to currently provided baseline police services. The City agrees that it will not reduce its current level of baseline police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigation, records, dispatch, and special operations.
- A. Baseline police services provided to Authority residents under the current administration of the Moline Police Department include:
1. Patrol officer coverage is twenty-four (24) hours per day in all police beats of the City, which includes the Authority’s public housing developments.
 2. Criminal investigations of all crimes in public housing that meet the Moline Police Department’s investigative criteria.
 3. Narcotic and other illegal drug enforcement.
 4. Response to 911 calls.
 5. Response to public housing calls pursuant to the Moline Police Department’s criteria.
 6. Crime and workload statistical reports to civic groups.
 7. Collection of found property and evidence.
 8. Enforcement of traffic/parking ordinances.
 9. Service of warrants.
 10. Assisting/counseling youth in crisis as staffing permits.
 11. Enforcing and complying with all city and state laws relative to youth crimes as staffing permits.
 12. Investigating missing persons in accordance with the Moline Police Department's policy.

B. The Police Department shall provide the following additional services under this Agreement:

1. It is agreed that the City will assign two (2) Moline police officers and station said officers at the Authority providing a minimum of 444 individual duty days, and the police department may utilize the assigned officers for regular police department duties for a maximum of 24 individual duty days. The police department will determine the officer and dates of reassignment, and will provide the Executive Director of the Authority with notification of that determination. The officers will work a twenty-eight (28) day flex schedule at forty (40) hours per week. While assigned at the Authority, the officers will perform *supplemental* police patrols within the Authority's developments. The officers shall remain subject to the Moline Police Department's chain of command, rules, regulations, and standard operating procedures.
2. The City will assign these police officers to targeted areas during specific periods of time as identified by the Chief, in cooperation with the Authority.
3. The Moline Police Department will employ a community policing concept, which will be developed by the City of Moline Chief of Police. That concept will involve the following:

The Community Policing Concept will involve a working partnership between the police department and the Housing Authority. The officers assigned and responding to police service requests will provide a dual level of police service; specifically, the normal level of police service that is provided to all citizens throughout the City, and a supplemental level of service provided by the C.O.P. officers, who will network with the residents and Housing Authority to enhance the quality of life through crime prevention and intervention.

4. Assigned officers will assist in developing and/or enhancing the Authority's crime intervention and prevention programs throughout the Authority's developments. The Housing Authority and the City will confer and coordinate the focus of these efforts based on existing issues and needs. Coordination will also exist between other police programs such as *Crime Stoppers and the Neighborhood Partnership Committee* in developing and/or enhancing crime prevention programs in public housing developments.
5. The City will collect and provide workload data on services performed by the officers assigned to public housing on a weekly basis in a form determined by the Housing Authority.

6. To the extent necessary, the assigned officers will appear as witnesses in the Authority's administrative grievance procedures, civil dispossession hearings, and other Authority-initiated proceedings where the issue includes criminal and quasi-criminal conduct in or near public housing developments. The Authority shall subpoena officers for these proceedings and shall attempt to schedule appearances during the officer's working hours. No overtime should be required; however, in the event that overtime is required for an Authority's special event, outside of assigned hours, the Authority shall be responsible for reimbursing the Department for any overtime which may result from such activities.
7. The assigned officers, and/or any other Police Administrative Liaison with the Authority will meet at least monthly with resident leadership and management representatives of the Authority to review performance under this Agreement.
8. Police officer conduct will be regulated by the Moline Police Department's General Orders and Procedures. All officers are provided with a copy of the Orders and Procedures and are responsible for adherence to them.
9. The City will provide the assigned officers with transportation and any other such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Agreement. Any additional equipment which may be requested by the Authority shall be furnished at the expense of the Authority. All items which are the property of the Authority shall be returned to the Authority upon termination of this Agreement. Items purchased by the Authority pursuant to this Agreement shall be used solely for providing police services described herein.
10. The City shall provide to the Authority a written summary of all criminal activity discovered when conducting background checks. Such summary shall be submitted in the form of the Authority's Authorization for Criminal Background Investigation form (attached Exhibit A). Background checks will include identification of all misdemeanor arrests and convictions within five (5) years, and all felony arrests and convictions within ten (10) years. The written summary shall be available to applicants as required by HUD regulations. The Police Department shall conduct the check within ten (10) business days of the request made by the Authority to the Police Department. The Authority will be responsible for costs associated with this process.

- C. The Police Chief shall designate a police supervisor as the Administrative Liaison Officer with the Authority, who will work with the Authority's Executive Director and/or that official's designee with regard to program management issues. The Authority's Executive Director and the Chief of Police, or his designee, shall meet quarterly to review and discuss any issues relating to the contract.
 - D. The Administrative Liaison Officer or his or her designee will perform the following duties:
 - 1. Supervise the assigned officers, coordinate the services provided under this Agreement, and provide police reports, crime data, and other information to the Authority on monthly basis and/or as needed
 - 2. Maintain an ongoing communication with the Operations Division Captain and other Police Department personnel; and when necessary with state and federal law enforcement agencies.
 - 3. Prepare or have prepared by the assigned officers quarterly progress reports for review by the Police Department and the Housing Authority.
 - 4. Coordinate with the Authority's designated liaison for this Agreement.
 - 5. Attend Housing Authority monthly Board meeting or and such meetings as may be necessary.
- 1.3 The City, through the Police Department, will supervise the assigned officers at no additional cost to the Authority. The City shall be responsible for the officers' compensation and employee benefits, for which the City will be reimbursed by the Authority. The City shall be responsible for the acts or omissions of its officers performed within the scope of the officers' duties under this Agreement. The Authority shall be responsible for the acts and omission of its employees, agents or any persons under its supervision or control in connection with the performance of this Agreement. This Agreement shall not create additional legal obligations or duties towards members of the public or Authority residents by the City or its officers, nor does this Agreement affect or limit the privileges and immunities available to the City or its officers under state or federal law.
- 1.4 The assigned officers shall possess and maintain certification as required by the Illinois Law Enforcement Training and Standards Board.

ARTICLE II - SERVICES PROVIDED BY THE AUTHORITY

- 2.1 The Authority will provide training of residents, of Authority on-site management staff, and of the assigned officers, through workshops on community policing and crime

prevention issues associated with public housing.

A. This may include, but not be limited to, training in the following:

1. Crime prevention and security responsibilities.
2. Community organization/mobilization against the causes of and precursors to crime.
3. Drug awareness and control.
4. Orientation and familiarization with the public housing communities for the assigned officers.
5. Orientation to the lease contract, and lease compliance enforcement procedures, and policies.
6. Public housing authority activity forms.

2.2 The Authority will provide the following in-kind accommodations, services, and equipment:

- A. Accommodations – The Authority will provide suitable space to be used as a satellite office at one of the Authority’s developments.
- B. Services – The satellite office will be supplied with utilities (water, heat, electricity) and routine maintenance by personnel of the Authority, including without limitation, janitorial, snow removal, lawn and sidewalk maintenance.
- C. Equipment – The satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Agreement.

2.3 Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the Department’s operational needs. Any damage caused by the assigned officers to the unit or equipment provided by the Housing Authority for Department employees, which the Authority and the Department mutually to be above the normal wear for the item or accommodation, shall be repaired or replaced by the Department, at the discretion of the Authority. The Department is not responsible for any damage not caused by the officers.

2.4 Assigned Officers

- A. The Authority shall reserve the right to reasonably request the Department to

replace any assigned officer for the following conduct by the officer:

1. Neglect or non-performance of duties.
 2. Disorderly conduct, use of abusive or offensive language, or fighting.
 3. Criminal action, and civil rights violations.
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority.
 5. Inadequate punctuality or attendance.
 6. Substantiated complaints from public housing residents or management.
- B. The Authority shall provide a written enumeration of the reasons for the request for replacement of the assigned officers, including documentation and witnesses to the alleged behaviors. Based on the documentation submitted by the Authority, the City will determine whether an officer should be reassigned.
- 2.5 The Authority will provide the City with the applicable Authority rules and regulations governing Authority residents, and property.
- 2.6 To the extent possible, the Authority will subsidize housing or rent costs for police officers who volunteer to reside in a public housing development selected by the Authority.

ARTICLE III – ENFORCEMENT OF RULES & REGULATIONS

- 3.1 The City, through its police officers, is hereby empowered to enforce the following:
- A. Criminal trespassers on Authority property (Trespassers as defined pursuant to Moline Housing Authority's approved Admissions and Continued Occupancy Policy, and State and Local laws.)
 - B. Nonresidents/Residents creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property.
 - C. Criminal Damage and/or Theft of Authority property.
 - D. Authority's parking and traffic rules.
 - E. Any additional Authority rules and regulations, and perform such other duties as

agreed upon by the Authority and the City.

- 3.2 Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE IV – COMMUNICATIONS, REPORTING & EVALUATIONS

4.1 Communications

- A. Access to Information - The Authority will have unrestricted access to all public information then available under the Freedom of Information Act concerning criminal activity in any of the Authority's communities. The Department will provide to the Authority, within 72 hours, copies of incident reports concerning criminal activity in the public housing developments. At no time shall the officers provide Authority staff with information that they cannot legally share with an applicant or resident prior to initiating an adverse action.

4.2 Reporting

- A. Daily Reports - The Department will require all assigned officers to complete, at the conclusion of each shift, a daily activity form. This report will be left at the main office 4141 11th Avenue A- of the Authority each day.
- B. Monthly and Quarterly Reports - The data from the daily forms shall be compiled into monthly and quarterly reports by the Police Department for submission to the Authority.
- C. Media Coordination
1. The Department will relay to the Executive Director or designee information related to any major crime or incident that occurs on Authority property as set forth in the Plan of Operations.
 2. When possible the Department will attempt to notify the Executive Director before the media is informed.
 3. Major crimes/incidents include violent deaths, armed robberies with injuries, serious aggravated assaults, abducted children, disasters, and large scale drug raids.

4.3 Service Objectives

- A. The Department will pursue the following Service Objectives of the Authority:

1. Reduce Part I and Part II UCR offenses
2. Reduce Fear of Crime
3. Reduce Vandalism/Criminal Damage
4. Increase Police Visibility within the Housing Communities
5. Reduce Drug Activity
6. Reduce illegal entry to buildings
7. Increase police crime prevention outreach
8. Increase walking police patrols
9. Increase police interaction with residents
10. Address Quality of Life issues, such as rape, domestic abuse, drinking in public, abandoned vehicles, peace disturbance, neglected children, abused elderly and disabled, etc.

ARTICLE V - TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be for 12 months, beginning on April 1, 2013 and ending on March 31, 2014.

ARTICLE VI – COMPENSATION TO THE CITY

- 7.1 All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services provided by the assigned officers described in Article I, Section 1.2(B)(1) in a total amount not to exceed Ninety-eight thousand seven hundred nine (\$98,709) Dollars.
- 7.2 The City shall bill the Authority on a monthly basis. The Authority shall pay all bills within 30 days of the date of submission.
- 7.3 The City shall provide the following documentation in requesting reimbursement:
- A. Copies of Time and Attendance Records for each assigned officer. The record should document the name of the officer, employee identification, hours worked

in public housing developments, supervisory approval of the report, and supervisory verification of any requested overtime worked.

B. Other miscellaneous expenses shall be subject to pre-approval. All requests for reimbursement shall be accompanied by a brief explanation of the expense incurred.

7.4 All requests for reimbursements are subject to the approval of the Authority's Executive Director or official designee.

7.5 Overtime hours worked shall only be reimbursable with the prior approval of the Authority's Executive Director.

7.6 The Authority shall indemnify, defend, and hold harmless the City, the Department, its officers, employees and agents from and against all claims, demands, damages, costs, expenses, suits, actions or liability from third parties, whether at law or in equity, for those situations where the Authority has directed or requested the assigned officers to perform a particular act or function on behalf of the Authority, and for negligence or willful misconduct of the Authority or its employees, agents or its employees, agents or representatives.

ARTICLE VII - TERMINATION OF AGREEMENT

8.1 The Authority and/or the City may terminate this Agreement without cause upon the provision of thirty (30) days written notice, one to the other in writing. Such notice shall be delivered by U.S. Certified Mail, Return Receipt Requested at the following locations:

Authority: c/o Executive Director
Moline Housing Authority
4141 11th Avenue A
Moline, Illinois 61265

City: c/o Chief of Police
City of Moline, Illinois
Department of Police
1640 6th Avenue
Moline, Illinois 61265

ARTICLE VIII – ENTIRE AGREEMENT

9.1 This Agreement sets forth the entire Agreement between the Authority and the City, and supersedes all other oral and written provisions. The parties agree there are no other

terms or conditions of this Agreement, either oral or written, other than those stated herein.

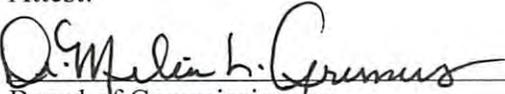
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized agents to affix their signatures this _____ day of _____, 2013.

MOLINE HOUSING AUTHORITY

CITY OF MOLINE, ILLINOIS

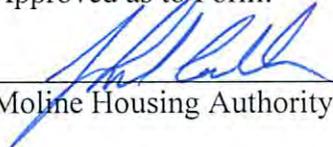
By 
Executive Director

By _____
Mayor

Attest:

Board of Commissioners

Attest:

City Clerk

Approved as to Form:

Moline Housing Authority Attorney

Approved as to Form:

City Attorney

Moline Housing Authority



4141 11th Avenue A • Moline, Illinois 61265
Phone (309) 764-1819 • Fax (309) 764-2120

AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION

I hereby authorize Moline Housing Authority personnel to conduct a criminal background investigation on me, the Applicant. I also authorize the appropriate police department(s) to release to the Moline Housing Authority all information said department(s) have on file, or have access to, relative to any record they may have on me. The undersigned agrees to the Moline Housing Authority and any such police department harmless from any and all claim litigations, which might arise as a result of the release of the aforesaid information. These records are to be used to help determine my eligibility for housing purposes only. By signing this form I am stating that the information I listed is true and correct. If any information provided on this document is inaccurate or doesn't contain all arrests or convictions you may be denied for Housing.

Applicant Signature _____ Date _____

MHA Staff Signature _____ Date _____

Applicant Name _____ S.S.# _____
Date of birth _____ Sex _____

Crime # _____ Status/Disposition _____
Crime # _____ Status/Disposition _____
Crime # _____ Status/Disposition _____
Crime # _____ Status/Disposition _____

Prior Address: _____
Present Address: _____

Do you own a vehicle? YES NO License Plate #: _____

Have you ever been arrested or convicted of a crime in Illinois or in any other state or country? YES NO
If yes, please explain: _____

Official Use Only

Please indicate on the back of this form whether any family members have been arrested for or convicted of any crimes relating to the following:

1. Felony charges and/or convictions in the last 10 years
2. Misdemeanor charges and/or convictions in the last 5 years

“Providing housing and opportunities”

www.molinehousing.com

EXHIBIT A (Page 1 of 2)



STATEMENT OF COST

TWO ASSIGNED MOLINE POLICE OFFICERS

April 1, 2013 - March 31, 2014

**RE: Agreement for the Assignment of
Two Officers to Housing Authority**

Salary of Assigned Officers	125,566
Police Retirement (2013 rate = 53.5592% of base)	67,252
Health Coverage (\$1118.41 and \$428.50 per month)	18,563
Qualification Pay (\$30 x 12 months)	720
Life Insurance \$20 if less than 10 years)	20
Medicare (1.45% of base + qualification pay)	1,831
Clothing Allowance	1,400
Annual Training Center Fee (2 @ \$75)	150
Workers Compensation (base & qualification pay/100 x \$3.05)	3,852
Total 12-Month Total Cost	\$219,354

Moline Housing Authority Share	\$98,709
---------------------------------------	-----------------

12 Monthly Payments of \$8,225.75

Annual cost does not include any overtime hours that may be requested by the Moline Housing Authority. Any such hours will be billed in addition to the annual cost and will be based on the actual overtime rate of the pay of the assigned officers as established by the City of Moline.

Moline Police Department/Moline Housing Authority
Division of Liaison Officers' Assignment Days

Week	Year	Maximum	Holidays	Annual Vacation	Balance	5.00%	95.00%
"Hours" Per Officer			Subtract	Subtract	Hours	Hours	Hours
40 hours	52 weeks	2080	104	104	1872	94	1778
"Day" Equivalent Per Officer			Subtract	Subtract	Days	Days	Days
5	260	260	13	13	234	12	222
					Total Individual Duty Days (2 Officers)		
					468	24	444

Sponsor: _____

A RESOLUTION

AUTHORIZING staff to do all things necessary to implement the 2013-2014 Façade Improvement Program on behalf of the City of Moline including application review and approvals; Loan Agreement, Promissory Note, Real Estate Mortgage and Personal Guarantee execution and recording as necessary in accordance with the application guidelines and requirements.

WHEREAS, the purpose of the City of Moline’s Façade Improvement Program (FIP) is to provide financial assistance to property owners (or tenants with property owner’s approval) for the rehabilitation of facades on tax generating structures in Moline’s Commercial Districts; and

WHEREAS, all rehabilitation work must be respectful of the historic character of the building, with every reasonable effort made to preserve the distinguishing original stylistic features of said building; and

WHEREAS, this program has been developed for calendar years 2013 (January 1 – December 31) with funds from the Community Development Block Grant Program (CDBG), TIF District #1, and General Funds and funding for 2014 will be determined during the budget process.

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

That staff is hereby authorized to do all things necessary to implement the 2013-2014 Façade Improvement Program on behalf of the City of Moline including application review and approvals; Loan Agreement, Promissory Note, Real Estate Mortgage and Personal Guarantee execution and recording as necessary in accordance with the application guidelines and requirements; provided said Program is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A,” and approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 11, 2013

Date

Passed: June 11, 2013

Approved: June 18, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

City of Moline Small Business and Façade Rehabilitation Incentives



Office of Planning & Development
City of Moline
619 16th Street
Moline, IL 61265

City of Moline Small Business and Façade Rehabilitation Incentives

Overview

The purpose of the City of Moline’s Small Business and Façade Rehabilitation Incentives program is to provide small business and property owners with financial assistance to succeed in today’s marketplace. Local business increases local character and prosperity, and community well-being; keeps jobs, wages, and dollars in the local economy; encourages entrepreneurs; sustains the environment through increased walkability; and allows for product diversity and competition. Likewise, the City of Moline wishes to strengthen its existing commercial areas by encouraging extant building reuse and infill design. Projects that involve historic rehabilitation will be reviewed to ensure that the architectural integrity of the building is retained and that every reasonable effort is made to preserve the building’s distinguishing stylistic features.

The City of Moline is able to offer the following programs:

	Page
• Storefront Restoration Grant	4
• Traditional Commercial Areas Rejuvenation Program	4
• Micro-Enterprise Loan Program.....	13
• Revolving Loan Fund.....	14

Due to limited funding and the annual budget, applicants are encouraged to apply as early in the year as possible.

General Guidelines

- Preference given to locally owned businesses
- Sales tax revenues are the primary source of funding for general municipal operations of the City; therefore, developments that have the greatest potential to produce these types of revenues will be given priority when evaluating funding requests
- All work must be done in compliance with all applicable City and State codes/ordinances
- All work must follow what is approved in the Letter of Commitment
- Applications for projects already underway will not be considered
- Property owners that will also have a Development Agreement with the City are ineligible (such as those tied to tax increment financing or sales tax rebate)
- All monies extended by the City shall be subject to repayment by the applicant/owner to the City should the business fail to meet its agreed upon goals
- Business or property owners can receive assistance through the Small Business and Façade Incentive program once every 5 years

Storefront Restoration Grant for Small Businesses

This grant is designed to assist building owners or tenants within the City of Moline with building façade improvement, specifically related to street facing storefronts. Projects that assist with the restoration of a building's character and streetscape compatibility are encouraged. Examples of project activities include (but are not limited to): new signage, paint, lighting, or awnings. Further, preference is given to projects where the removal of overlay materials reveals:

- a. superior design, materials, or workmanship;
- b. historic materials, design, or workmanship; or
- c. where the removal will facilitate the restoration or construction of a façade that is more compatible with the character of the building and surrounding streetscape.

- 1/3 the project cost up to \$2,500
- Facades must be visible from public right-of-way
- Design approval by the Main Street Design Committee required
- Applicants are encouraged to inquire about free design consultation provided by the Main Street Design Committee and the Illinois Historic Preservation Agency
- Awnings cannot display any text, including the business name or logos
- Competitive bids or written proposals required
- Work cannot start until the applicant has received a Letter of Commitment from the City
- Funding for projects is provided as a grant via reimbursement after all project costs have been paid

Traditional Commercial Areas Rejuvenation Program

This program serves to provide financial assistance to building owners or tenants for the rehabilitation of facades of property tax generating structures, with priority given to historically and architecturally significant buildings in Moline's commercial areas that predate 1970, including (but not limited to): Downtown, Riverside, Olde Towne, Uptown, and Avenue of the Cities. This program is meant to aid projects in need when the scope of work does not qualify for the Storefront Restoration Grant. All rehabilitation work will be reviewed according to the Secretary of the Interior's Standards for Rehabilitation (see page 6) with respect to the building's architectural integrity to ensure that every reasonable effort is made to preserve its distinguishing stylistic features and that the building remains a cohesive element in its surrounding streetscape.

- 1/3 project cost up to \$7,500
- Funds are awarded as a 5 year forgivable loan
- Facades must be visible from public right-of-way
- Competitive bids or written proposals required
- Design approval by the Main Street Design Committee required*
- Applicants are encouraged to inquire about free design consultation provided by the Main Street Design Committee and the Illinois Historic Preservation Agency
- Funding for projects is provided via reimbursement after all project costs have been paid
- Design fees will be reimbursed up to \$1,000, as part of the overall total, upon project completion
- Work cannot start until the applicant has received a Letter of Commitment from the City
- The entire application process takes approximately 8 weeks

City of Moline Small Business and Façade Rehabilitation Incentives

*If the property owner is also applying for Federal Historic Tax Credits, an additional design review by the Main Street Design Committee is not required. City funding will not be awarded, however, until Part 3 of the Historic Tax Credit application has been received from the Illinois Historic Preservation Agency.

NOTE: Once the annual money allocated for the Storefront Restoration and Traditional Commercial Areas Rejuvenation programs is disbursed no additional funds may be awarded under these programs without specific approval of City Council.

How to Qualify for the Storefront Restoration, and Traditional Commercial Area Programs

Any building owner or store proprietor/tenant with lease authority or authorization from the owner can apply for funding. All property tax payments must be current in order to qualify for participation in the program. Tenants must have a minimum of two years remaining on their lease or an option to renew.

For more information:

Economic Development (309) 524-2034

Moline Main Street Program (309) 524-2054

City of Moline, 619 16th Street, Moline, IL 61265, www.moline.il.us or www.molinecentre.org

The Secretary of the Interior's Standards for Rehabilitation

The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

City of Moline Small Business and Façade Incentives

Storefront Restoration and Traditional Commercial Areas Rejuvenation Application

General Information

Applicant Name

Date of Request

Home Address (Street, City, State, Zip)

Phone

Business Name (if applicable)

Business or Alternate Phone

Project Address

Email

Please select one or both:

Business Owner

Property Owner

Program Information

Storefront Restoration Grant for Small Businesses

Traditional Commercial Areas Rejuvenation Loan

Financial Information

Total Amount to be Spent on Façade _____

Total Amount to be Spent on Project _____

Design Consultant Fee Requested _____
(up to \$1,000 reimbursed for design)

Description of Façade Improvements _____

City of Moline Small Business and Façade Incentives

Bid/Estimate Submittal

Please attach all bids/estimates to this application.

Description of work: _____

Bid #1: Submitted by: _____ Amount _____

Bid #2: Submitted by: _____ Amount _____

Description of work: _____

Bid #1: Submitted by: _____ Amount _____

Bid #2: Submitted by: _____ Amount _____

Description of work: _____

Bid #1: Submitted by: _____ Amount _____

Bid #2: Submitted by: _____ Amount _____

Description of work: _____

Bid #1: Submitted by: _____ Amount _____

Bid #2: Submitted by: _____ Amount _____

Please **CIRCLE** which bid you prefer for each description of work listed above.

****All Invoices and Receipts (Proof of Payment) will be required for reimbursement after project completion.****

Property Owner Consent

Property Owner Name _____

Property Owner Mailing Address _____

Property Owner Daytime Phone Number _____

As the legal owner of the property mentioned above, I hereby grant authorization to complete the improvements as indicated on this application. I also stipulate that I have read the entire application and applicant checklist. I understand my responsibilities and obligations as the property owner under this application.

Property Owner Signature _____ Date _____

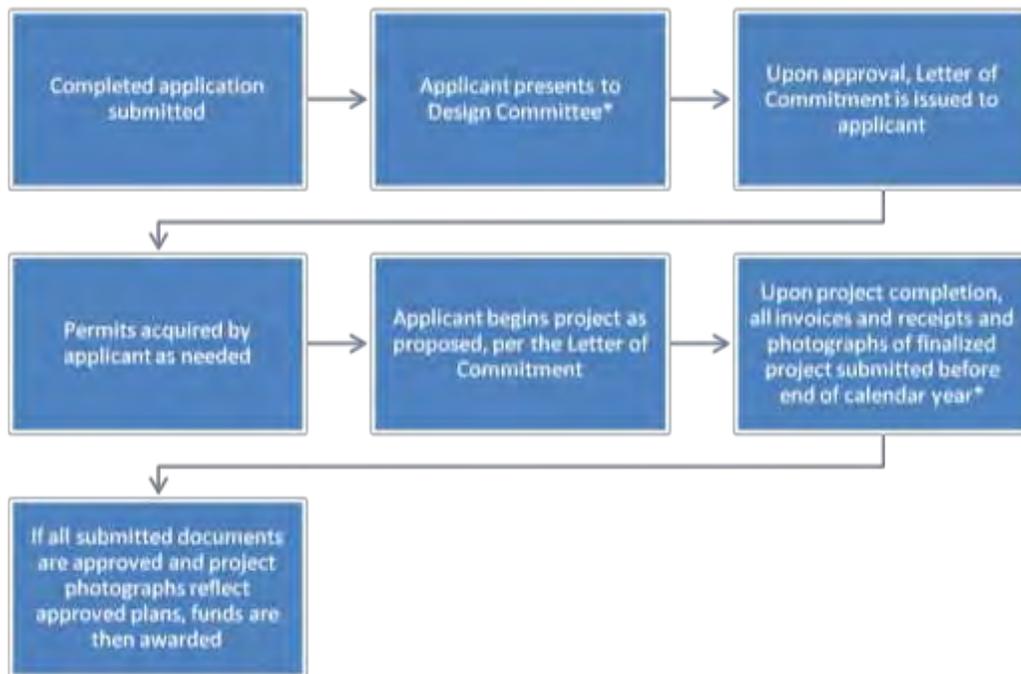
City of Moline Small Business and Façade Incentives

Supporting Materials

- Detailed Description of Work to Be Completed
- Photos of the Building and Adjacent Properties
- Sketch, Elevation, or Rendering of Proposed Façade
(showing dimensions, colors, materials, awnings, etc.)
- Copies of All Cost Estimates (two estimates required for all work)
**note: If façade work is part of a larger remodeling, façade work needs to be separately itemized*
- Schedule of Work to be Completed (must occur entirely during calendar year)*
- Proof of Payment of Property Taxes (www.co.rock-island.il.us)

For owners other than an individual:

- Articles of Incorporation
- Corporate Resolution authorizing the entity to participate in the program



*If the property owner is also applying for Federal Historic Tax Credits, an additional design review by the Main Street Design Committee is not required. City funding will not be awarded, however, until Part 3 of the Historic Tax Credit application has been received from the Illinois Historic Preservation Agency (this does not have to occur within the calendar year).

City of Moline, Illinois
Application for Sign Permit

Attached Sign:

Date: _____

Application is hereby made for a permit to erect a sign of the size, location and type as described herein under Chapter 3, Article II of the Code of Ordinances of the City of Moline, Illinois.

Contractor Name: _____ Contractor Phone: _____
Contractor Address: _____

Client Name: _____
Client Address: _____

Building Wall Area: _____ Square Feet Facing: _____ Avenue/Street
Zoning: _____ Maximum Allowable Area of Signage: _____ Sq Ft

Proposed Sign Area: _____ Sq Ft
Sign Location: _____
Valuation: \$ _____ Electric: ___ Yes ___ No Indirect Lighting: ___ Yes ___ No

Existing Sign: _____ Sq Ft	Location: _____
Existing Sign: _____ Sq Ft	Location: _____
Existing Sign: _____ Sq Ft	Location: _____

Draw here or attach separate site plan showing location of sign on building to a specified scale and with dimensions clearly labeled.

Applicant Name: _____
Address (if different from above): _____

Signature: _____

Compliance with Chapter 3, Article II, Moline Code of Ordinances:

City Official: _____ Date: _____

City of Moline, Illinois
Application for Sign Permit

Freestanding Sign:

Date: _____

Application is hereby made for a permit to erect a sign of the size, location and type as described herein under Chapter 3, Article II of the Code of Ordinances of the City of Moline, Illinois.

Contractor Name: _____ Contractor Phone: _____

Contractor Address: _____

Client Name: _____

Client Address: _____

Lot Frontage: _____ Feet on: _____ Avenue/Street Over 100 feet? ___ Yes ___ No
Zoning: _____ Maximum Allowable Area of Signage: _____ Sq Ft

Proposed Sign Area: _____ Sq Ft

Sign Location: _____

Valuation: \$ _____ Electric: ___ Yes ___ No Indirect Lighting: ___ Yes ___ No

Existing Sign: _____ Sq Ft Location: _____

Existing Sign: _____ Sq Ft Location: _____

Existing Sign: _____ Sq Ft Location: _____

Draw here, or attach separate site plan, showing location of sign in relation to property lines. Site plan must be drawn to a specified scale with dimensions clearly labeled.

Applicant Name: _____

Address (if different from above): _____

Signature: _____

Compliance with Chapter 3, Article II, Moline Code of Ordinances:

City Official: _____

Date: _____

Micro-Enterprise Loan Program

The purpose of the City's Micro-Enterprise Loan Program is to assist start up and expanding small businesses. Eligible projects include:

- a. purchase of machinery or equipment
 - b. renovations or additions to facilities
 - c. inventory
 - d. working capital
 - e. start-up costs
- Maximum loan of \$10,000 with a maximum repayment term of 3 years
 - Minimum interest rate of 4%
 - Loans secured through positions on real property or machinery and equipment
 - City determines collateral for each loan
 - Personal guarantees required from all principals
 - Equity investment of at least 10% of total project cost required
- Items Needed to Apply
- Business plan reviewed by IL Small Business Development Center
 - Three-year income and expenses predictions
 - If an existing business, financial history (balance sheets, income statements, cash flow statements, and bank statements)
 - Net worth statements and financial statements of commitment to the project from all principals
 - Resumes for key personnel
 - List of job opportunities for low to moderate income individuals
 - Additional info as requested by City staff

Revolving Loan Fund

The purpose of this program is to supplement financing for projects for entrepreneurs and business people that “but for” this assistance, the project could not proceed. Project examples include the:

- a. construction of buildings
- b. reuse and modernization of facilities
- c. purchase of equipment
- d. purchase of inventory

- Targeted to businesses and industries that cannot obtain economically feasible financing due to conventional interest rates and lending limits available in the local marketplace
- Project must have twice the amount loaned via other funding sources
- The loan cannot subsidize other loans
- Project loans cannot exceed 50% of the project’s total cost
- Projects that create jobs in the private sector are preferred
- One job must be created per \$7,500 loaned
- Guaranty required by a principal (who owns 20% or more of the company)
- Collateral of equal value must be provided in writing (examples include liens on inventories, receivables, fixed assets, and/or other assets)
- Where applicable, proof of life insurance or fire, flood, or business insurance is required

Ineligible Activities

- Speculative activities (such as land banking or speculative building construction)
- Projects that will move out of the City of Moline in the future
- Loans that assist with the relocation of jobs from another area
- Loans that assist in the investment of high interest accounts or certificates of deposit

Funds for the Micro-Enterprise Loan Program and Revolving Loan Fund are provided by the Department of Housing and Urban Development (HUD). As such, industries that work to employ unemployed and underemployed persons, and assist with minority and women created business expansion are preferred.

For more information:

Economic Development (309) 524-2034

Moline Main Street Program (309) 524-2054

City of Moline, 619 16th Street, Moline, IL 61265, www.moline.il.us or www.molinecentre.org

Definitions

Architectural integrity is the ability for a property to convey its original design through the combination of elements that create the form, plan, space, structure, and style of a property.

Business plan is a formal statement of a set of business goals, the reasons why they are believed attainable, and the plan for reaching those goals. It also contains background information about the organization or team attempting to reach those goals.

Equity investment is the monetary value of property or business beyond any amounts owed on mortgages, claims, liens, etc., which is utilized to carry out a project.

Forgivable loan is an assistance extended by the City of Moline to the applicant/owner that is subject to a standard legal agreement, mortgage on the improved property, and a promissory note. The loan is generally reduced 20% each year after reimbursement until the end of the term (5 years) at which time it is considered "Paid in Full."

Historic rehabilitation is the act of making changes to a physical structure that is over 50 years of age that will increase its stabilization or enhance its design or appearance.

Land banking is the practice of purchasing raw land with the intent to hold on to it until such a time as it is profitable to sell.

Main Street Design Committee is a group of volunteers that are professionals in the fields of architecture, historic preservation, city planning, and real estate that meet periodically at City Hall to review commercial rehabilitation projects assisted by the City.

Additional Resources

Illinois Small Business Development Center (SCDC) provides confidential one-on-one, no-cost business counseling to help prospective and established business owners make sound decisions about the feasibility of starting a business and the successful operation of a small business. For more information visit <http://www.sbdc.bhc.edu>

SCORE is meant to assist with developing an initial business plan, obtaining financing, and marketing procedures. SCORE offers free business counseling in many areas. Members are available on Tuesdays and Thursdays (10:00 AM-12:00 noon) at the Quad Cities Chamber-Moline office. For more information visit <http://quadcities.score.org/>

Quad Cities Chamber of Commerce exists to ensure the success of its partner businesses and to continually enhance the region's economic vitality and quality of life. For more information visit <http://www.quadcitieschamber.com>

Council Bill/Resolution No. 1088-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with Alfred M. Williams to install retaining walls on 9th Street right of way at 2631 9th Street.

WHEREAS, Alfred M. Williams wishes to install retaining walls on 9th Street right of way at 2631 9th Street; and

WHEREAS, the placement of the retaining walls on public right-of-way should not pose any hazards to motorists or pedestrians.

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, on behalf of the City of Moline, a Licensing Agreement with Alfred M. Williams to install retaining walls on 9th Street right of way at 2631 9th Street; provided said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 11, 2013

Date

Passed: June 11, 2013

Approved: June 18, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Exhibit "A"

LICENSEE: Alfred M. Williams – 2631 9th Street, Moline, IL 61265

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Alfred M. Williams, 2631 9th Street, Moline, IL 61265, hereinafter called the LICENSEE.

PREMISES: The western 14 feet of 9th Street right of way adjacent to 2631 9th Street, as depicted in greater detail on the attached Exhibit "B".

USE: LICENSEE shall be allowed only to: Install retaining walls on premises as depicted on Exhibit "B".

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install retaining walls on premises as depicted on Exhibit "B".

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No possessory, possessory, leasehold, ownership, or other property right or interest, except as specifically given herein, is conveyed to or acquired by the LICENSEE and the CITY and LICENSEE specifically disclaim any such acquisition or conveyance.

TERM: The first term of this Licensing Agreement is from June 11, 2013 to December 31, 2013. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE'S submission of insurance certification and payment of fees. The CITY or the LICENSEE may terminate this Licensing Agreement by giving the other party 30 days written notice.

FEE: The annual usage charge is \$30.00.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. LICENSEE shall procure a policy of insurance also naming the CITY as additional insured to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises. Said policy or certificate of same shall be deposited with the CITY and shall remain in force or be replaced with one in force prior to the effective date of any cancellation notice.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat

condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or at City' s sole and exclusive option, said property on the premises shall become the property of the CITY - at the CITY's option.

Construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

By: Alfred M. Williams
Licensee

Date: 3 Jan 2013

CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1089-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Memorandum of Understanding between the City of Moline, City of Rock Island, and County of Rock Island setting forth the terms for submitting a joint application for funding available through the U. S. Department of Justice 2013 Byrne Justice Assistance Grant Program.

WHEREAS, Moline, Rock Island, and Rock Island County are eligible to submit a joint application for the aggregate of funds allocated to them under the 2013 Byrne Justice Assistance Grant Program award; and

WHEREAS, prior to submission of an application, the agencies must enter into a Memorandum of Understanding, setting forth the agreed upon allocation of funds, the projects to be funded, and the appointment of one agency to serve as fiscal agent; and

WHEREAS, the proposed agreement provides, in part, for County to serve as the fiscal agent for the grant.

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 Memorandum of Understanding between the City of Moline, City of Rock Island, and County of Rock Island, setting forth the terms for submitting a joint application for funding available through the U. S. Department of Justice 2013 Byrne Justice Assistance Grant Program, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

June 11, 2013

Date

Passed: June 11, 2013

Approved: June 18, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

**MEMORANDUM OF UNDERSTANDING
2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

THIS AGREEMENT is made and entered into this ____ day of June, 2013, by and between **THE COUNTY OF ROCK ISLAND, ILLINOIS (“County”)**, **THE CITY OF MOLINE, ILLINOIS (“Moline”)**, and **THE CITY OF ROCK ISLAND, ILLINOIS (“Rock Island”)**, in regard to the joint application for funding available from the U. S. Department of Justice.

WITNESSETH:

WHEREAS, County, Moline, and Rock Island are eligible to submit a joint application for the aggregate of funds allocated to them under the 2013 Byrne Justice Assistance Grant (JAG) Program award; and

WHEREAS, the grant requires that one agency serve as the Fiscal Agent for the funds and administer the financial and programmatic requirements; and

WHEREAS, Rock Island County will serve in the capacity of Fiscal Agent for the 2013 JAG grant, and as such will make application for the joint funding and comply with the subsequent reporting requirements; and

WHEREAS, this agreement is made subject to and enabled by Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

NOW THEREFORE, the participating agencies agree as follows:

Grant Administration. Rock Island County will complete the application process, based on the agreed upon allocation of funding and the individual projects as identified below for each of the participating agencies.

GMS APPLICATION NUMBER: 2013 -IL-DJ

A. Upon receipt of the JAG funding, Rock Island County will pay Moline the sum of \$15,922.80 as its portion of the grant for its Less Lethal Weapon Deployment Project.

B. Upon receipt of the JAG funding, Rock Island County will pay Rock Island the sum of \$25,908.30 for the Police Officer Personnel Project.

C. Upon receipt of the JAG funding, County will retain the sum of \$4,647.90 for the Law Enforcement Courthouse/Justice Center Security Enhancement Project.

D. Each participating agency will establish a trust fund account in which its portion of the JAG funding will be deposited.

E. Each participating agency will retain documentation of all expenditures made from the JAG funding during the course of the grant period.

F. Upon request by County, Moline and Rock Island will provide financial and program data from their respective individual JAG funded projects for preparation of the appropriate quarterly and semi-annual reports required under the grant.

G. County, as the Fiscal Agent, will prepare and submit the required quarterly financial and program reports required under the grant.

Term: The term of this agreement shall be for the four-year grant period, or until final close-out of the grant has been approved by the U. S. Department of Justice, whichever occurs first.

Miscellaneous: Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may

GMS APPLICATION NUMBER: 2013 -IL-DJ

arise from the furnishing of services by the other parties.

CITY OF MOLINE, ILLINOIS

CITY OF ROCK ISLAND, ILLINOIS

By: _____
Mayor

By: _____
Mayor

Attest:

City Clerk

Attest:

City Clerk

Approved As To Form:

City Attorney

Approved As To Form:

City Attorney

**COUNTY OF ROCK ISLAND,
ILLINOIS**

By: _____
County Board Chairman

Attest:

Approved As To Form:

AN ORDINANCE

AMENDING Council Bill/Ordinance No. 3005-2013, which amended the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated thereto as Section 35-3103, by inserting a corrected legal description for the Valley View Preliminary Planned Unit Development (PUD) District. (*Menard Inc. and Sam's Real Estate Trust, 44th Avenue at 65th Street.*)

WHEREAS, Council Bill/Ordinance No. 3005-2013 was approved by the City Council on April 23, 2013; and

WHEREAS, Menard, Inc. has discovered the legal description in said Council Bill/Ordinance incorrectly describes the territory for the amended Preliminary Planned Unit Development (PUD) District at Valley View; and

WHEREAS, Menard Inc. seeks to correct said Council Bill/Ordinance by inserting a corrected legal description for the territory.

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

Section 1 - That Council Bill/Ordinance No. 3005-2013 be amended to delete the legal description contained therein and to replace it with the following legal description:

A parcel of land being part of the southeast quarter of the southeast quarter of Section 11, part of the southwest quarter of the southwest quarter of Section 12, part of the west half of the northwest quarter of Section 13 and part of the east half of the northeast quarter of Section 14, all in Township 17 North, Range 1 west of the Fourth Principal Meridian being more particularly described as follows:

Beginning at the northwest corner of Valley View First Subdivision as platted by Document 2007-26801, thence N0°31'17"E along the east right-of-way line of 60th Street, 662.41 feet; thence S88°42'24"W along said east right-of-way line, 10.00 feet; thence N0°32'17"E along said east right-of-way line, 162.08 feet; thence N89°09'27"W along said east right-of-way line, 4.22 feet; thence N0°32'17"E along said east right-of-way line, 193.13 feet; thence S89°00'05"W along said east right-of-way line, 5.00 feet; thence N5°09'24"W along said east right-of-way line, 201.19 feet to a point on the north line of said northeast quarter of said Section 14; thence N89°09'27"W along said north line, being also said east right-of-way line, 5.00 feet; thence N7°56'56"E along said east right-of-way line, 104.54 feet; thence N30°23'41"E along said east right-of-way line, 77.54 feet to the south right-of-way line of F.A. Route 595 (John Deere Road); thence easterly along said south right-of-way line, being a circular curve having a radius of 5629.80 feet concave to the south, the chord of which bears S88°00'27"E, 1622.17 feet; thence S72°45'38"E along said south right-of-way line, 246.43 feet; thence S78°17'03"E along said south right-of-way line, 599.96 feet; thence S38°52'08"E along said south right-of-way line, 68.86 feet to the west right-of-way line of 70th Street; thence S2°19'45"E along said west right-of-way line, 341.30 feet; thence S36°05'59"W along said west right-of-way line, 86.18 feet; thence S0°25'31"W along said west right-of-way line, 66.00 feet; thence S43°13'04"E along said west right-of-way line, 71.85 feet; thence S0°37'56"W along said west right-of-way line, 211.99 feet; thence S89°21'41"E along the south right-of-way line of 70th Street, 50.00 feet to the east line of the west half of the northwest quarter of said Section 13; thence S0°37'56"W along said east line, 745.52 feet; thence N89°08'46"W, 625.18 feet; thence N23°06'37"W, 36.75 feet; thence N56°07'42"W, 73.50 feet; thence N89°08'46"W, 91.95 feet; thence N0°51'14"E, 278.61 feet to the easterly extension of the north line of said Valley View First Subdivision; thence N89°08'46"W along said easterly extension and along said north line, 728.03 feet; thence N0°33'48"E along said

north line, 13.00 feet; thence N89°08'46"W along said north line, 1037.72 feet to the point of beginning in the City of Moline, Rock Island County, Illinois, containing 85.17 acres.

Excepting therefrom Lot 1 of Valley View Second Subdivision Phase II as recorded September 19, 2011 as Document 2011-19384 at the Recorder's Office, Rock Island County, Illinois.

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 by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Ordinance No.: 4022-2013

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Antique Car Show scheduled for Saturday, June 29, 2013.

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

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, Saturday, June 29, 2013, from 9:00 a.m. to 5:00 p.m.

All lanes of River Drive from the westernmost side of 12th Street to the easternmost side of 15th Street.
All lanes of River Drive from the westernmost side of 15th Street to the easternmost side of 17th Street.

It shall be an offense to use said roadways for vehicular purposes during the times herein specified.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

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

CITY OF MOLINE, ILLINOIS

Mayor

June 18, 2013

Date

Passed: June 18, 2013

Approved: July 9, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/ Ordinance No. 4023-2013

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 1325 17th Street as surplus; and
AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate
and do all things necessary to convey the City-owned property at 1325
17th Street, Moline, to Ronald R. Hanson.

WHEREAS, the City acquired this property in September 2004 via quit claim deed from the prior owners after they failed to demolish or rehabilitate the fire-damaged house and garage on the property; and

WHEREAS, as authorized by Council Bill 1254-2004, the City demolished the fire-damaged structures located on the property; and

WHEREAS, this lot does not meet the minimum lot requirements under the Moline Code of Ordinances therefore nothing can be built on this lot; and

WHEREAS, the neighboring property owner, Ronald R. Hanson, has indicated a willingness to acquire the property; and

WHEREAS, the City has no future plans for this unbuildable lot; and

WHEREAS, the sale of this property will lower the City's property maintenance expenses and increase the property tax base in the future.

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

Section 1 - That the property located at 1325 17th Street, Moline is declared as surplus.

Section 2 - That the Mayor and City Clerk are hereby authorized to execute an Agreement for Sale of Real Estate concerning 1325 17th Street, Moline, Illinois, with Ronald R. Hanson, and do all things necessary to convey said property to Hanson in return for payment of \$750.00, provided however, that said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT, by and between **RONALD R. HANSON**, a single person, (hereinafter "**Buyer**"), whose address 1621 14th Avenue, Moline, Illinois, and **CITY OF MOLINE, ILLINOIS**, a municipal corporation, (hereinafter "**Buyer**"), located at 619 16th Street, 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 1325 17th Street, Moline, Illinois;

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

Sec. 1. PURCHASE PRICE

Subject to all terms, covenants and conditions of the Agreement, the Buyer will purchase the Property from the Sellers, and the Sellers will sell the Property to the Buyer and pay therefore the amount of **Seven Hundred Fifty and No/100ths Dollars (\$750.00)** (hereinafter "**Purchase Price**") payable by certified cashier's check to Seller at time of closing.

Sec. 3. CLOSING AND POSSESSION

Closing shall be on or before **the 21st day of June, 2013**, or on such other date as the parties hereto may mutually agree to in writing. Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Sellers, and Buyer shall accept the conveyance and pay the Purchase Price to the Sellers at such time and place.

Sec. 4. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Seller shall convey title to the Property by standard Quit Claim 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. 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 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. 5. PROPERTY CONDITION AND CERTAIN OTHER ACTION BY BUYER

- (a) Property Condition. 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 as-is.
- (b) Utility Payments. Utility payments, including but not limited to, water, sewer, storm sewer, electricity, and gas bills, if any will be paid by Seller up to the date of closing. After closing all such utility payments shall be the responsibility of Buyer.

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

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

Sec. 7. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the 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

Until accepted by the Seller, this document constitutes an irrevocable offer to purchase on the terms stated above. Buyer's offer to buy herein shall be irrevocable to and including June 19, 2013. If not so approved by the Seller, through its City Council, by June 19, 2013, this offer and Agreement shall be void.

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

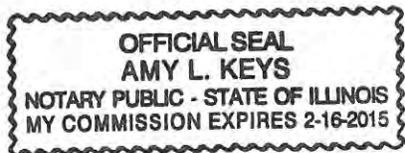
IN WITNESS WHEREOF, **Ronald R. Hanson**, a single person, Buyer, has caused this Agreement for Sale of Real Estate to be executed this MAY 23 day of _____, 2013.

R.R. Hanson
Ronald R. Hanson, Buyer

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

On this 23 day of May, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Ronald R. Hanson, executing the within and foregoing instrument to which this is attached; that he signed said instrument as Buyer; and acknowledged the execution of said instrument to be his voluntary act and deed.

(seal)



Amy L. Keys
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 R. Raes, its Mayor, this _____ day of _____, 2013.

City of Moline (Seller)

Attest:

Scott R. Raes, Mayor

Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT R. 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)

NOTARY PUBLIC

Prepared by:

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

Schedule A

Lot Number Five (5) in Block Number Two (2) in that part of the City of Moline known as and called John Hilt's Addition to said City, excepting therefrom the following portion of said Lot; Beginning at the Southwest corner of said Lot Number Five (5) as a starting point; thence run North along the West line of said Lot, Ninety-One (91) feet; thence East parallel with the South line of said lot, Sixteen (16) feet; thence South parallel to the West line of said Lot, Five (5) feet; thence East parallel to the South line of said Lot, Forty-four (44) feet to the East line of said Lot; thence South on the East line of said Lot, Eighty-six (86) feet to the Southeast Corner of said Lot; thence West along the South line of said Lot to the place of beginning; situated in the County of Rock Island and State of Illinois.